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GENERAL HEADINGS.

CURRENT TOPICS	610	SOCIETIES	618
THE PRIVILEGE OF MEDICAL WITNESSES	612	PRACTICE IN CRIMINAL APPEALS	621
RECENT DEVELOPMENTS OF TRADE UNION LAW	613	OBITUARY	621
THE OFFICE OF SECRETARY FOR SCOTLAND	614	LEGAL NEWS	622
REVIEWS	615	COURT PAPERS	623
NEW ORDERS, &c.	617	WINDING-UP NOTICES	623
		CREDITORS' NOTICES	624
		BANKRUPTCY NOTICES	626

Cases Reported this Week.

Curling v. Matthey	616
Fyffe v. Fyffe	616
Goldsmith v. Orr	615
Young, Re. Public Trustee v. Walker...	615

Current Topics.

The Amalgamation of the Mayor's Court and City of London Court.

THE MAYOR'S and City of London Court Bill, which has been introduced by the Lord Chancellor, and is intended to amalgamate the City of London Court with the Mayor's Court, has passed through Committee in the House of Lords. The prefatory memorandum to the Bill points out that the Mayor's Court is one of the most ancient courts in the kingdom, dating from the seventh century, though the reference is probably to the old Court of Hustings, out of which the Mayor's Court arose. Much information as to the ancient position of the court is collected in the answer of WILLES, J., to the questions put by the House of Lords to the Judges in *Mayor, &c., of London v. Cox* (L. R. 2 H. L. p. 252). The City of London Court is the old court of the Sheriffs. Modernized by the London (City) Small Debts Extension Act, 1852, it was put on the footing of a county court by the County Courts Act, 1888 (see section 185). The procedure of the Mayor's Court is archaic, and it is proposed now to adopt the procedure of the High Court, and to avoid the expense of two separate establishments by amalgamating the two courts into one, with the title of "The Mayor's and City of London Court." But it is a pity to have such a long title. Why not call it City of London Court simply?

County Court Reports.

WE RECORDED last week the promotion of Judge ACTON from the county court to the High Court, and noticed the important effect that this is likely to have on the status of the county courts. Another new departure of no little interest has occurred in the publication of "Reports of Cases in the Hampshire County Courts during the years 1917-1920, being Judgments delivered by Judge BARNARD LAILEY, K.C." The editor is Mr. F. E. B. DUFF, some time the Judge's pupil, and late Captain attached as Courts-Martial Officer to the Armies in France. The volume is published by W. H. BARRETT, LTD., 114, High-street, Portsmouth. The cases reported are nearly forty in number, and there is the usual apparatus of title catch-words and headnotes; but only the judgments are given, and it has to be assumed, as the reporters say, that the facts sufficiently appear from the judgments. Nor do we get the names of counsel

and solicitors, though these sometimes occur in the judgments; and from the Judge's appreciative remarks we infer that quite interesting, and instructive arguments are developed in the Hampshire County Courts, as doubtless elsewhere. As to the judgments, it would be presumptuous for us to offer any comment, but we can state facts and leave the inference to others. The volume contains the learned Judge's judgment in the passenger's luggage case of *Jenkyns v. Southampton S.S. Co.*, appeals from which failed, both in the Divisional Court and Court of Appeal (1919, 2 K. B. 135); and in *Daphne v. Bailey* he anticipated the recent decision of the Court of Appeal in *Hemmings v. Stoke Poges Golf Club* (1920, 1 K. B. 720), on the civil liability of an owner who makes a forcible re-entry on property, and he questioned, while the Court of Appeal overruled, *Newton v. Harland* (1 Man. & Gr. 644). But apart from these judicial successes—if we may so term them—the book illustrates very clearly the variety of matters which come before a county court judge. Decisions on workmen's compensation—accidents arising "out of and in the course of employment"—of course there are; but there are many other matters—the property in a swarm of bees, for instance, and the liability of a laundry company when clothes are destroyed by accidental fire, and cases applying the rule in *Fletcher v. Rylands*; and, altogether, the volume is very interesting and useful reading. But the question arises, What will happen if all the other county court judges do the same? Are the judgments to be quoted as authorities in other county courts, and how are the libraries to keep pace with the output of decisions? Things would be as bad here as they are already in the United States, with some forty co-ordinate jurisdictions and a like number of series of reports.

The Ministry of Transport.

PUBLIC INTEREST has fastened recently upon the Ministry of Transport, and it may be worth while to recall the main features of the Ministry of Transport Act, 1919, which brought the Ministry into existence. First, the Ministry was to take over the existing functions of Government Departments—the Board of Trade, the Light Railway Commissioners, the Development Commissioners, the Road Board, and the Local Government Board—with respect to railways, canals, roads, and harbours (section 2), and this concentration of functions in a single Department is quite independent of changes in transport organization, though, no doubt, it would facilitate such changes. Thus section 2 merely concentrates functions, and does not continue war functions or create new ones. Under the Regulation of the Forces Act, 1871, control of the principal railways was assumed by the Government on the outbreak of the war, and section 3 continues this control, and extends it to other undertakings within the purview of the Ministry. But the real intention of the Act is contained in the prefatory words of this section:—"With a view to affording time for the consideration and formulation of the policy to be pursued as to the future position of undertakings to which this section applies"—then follow the provisions for continuing the control of transport undertakings for two years, subject to other determination of Parliament, and these include power for the Minister to fix rates and fares, and to secure co-operation between undertakings. To assist him in the former duty the Rates Advisory Committee was established (section 21), of which Mr. F. GORE BROWNE, K.C., is chairman; and there are other provisions which are incidental to the general management of the railways for the period of control.

Plain Living and High Thinking.

IT IS not within our province to comment on the expense which has been attendant on the establishment of the Ministry. A Ministry which was really to undertake the control of the transport services of the country would necessarily be expensive, but, then, the maintenance of establishments for the separate railways would be needless, and the expense would be saved there. If, on the other hand, the Ministry was to act merely as a check upon and means of co-ordination between the rail-

ways, its expenditure might be expected to be on quite a modest scale. According to the passage we have quoted from section 3 of the Act, the Ministry was to be really a thinking Ministry. It was to think hard, with the help of such expert assistance as was required, and in two years' time, or less, come to Parliament with a well-conceived scheme for putting transport services on a sound and practicable basis. Clearly the appropriate motto for the Ministry was "Plain living and high thinking." As to plain living we need say no more. The Government apologist for the British expenses at Versailles had to admit that our Peace delegates "did themselves well," and in the matter of salaries, the Ministry of Transport appears to have felt free to follow the same line. And as to the high thinking, this has resulted in a scheme for the grouping of railways which attends so little to geographical considerations that the Great Western and South-Western services to Devon and Cornwall are to be in separate groups. Surely it is a case of *Parturient montes; nasctus ridiculus mus*. Meanwhile the Ministry does so little to fulfil its function of securing co-operation between the railways, that it proposes to sanction the withdrawal of the inter-availability of railway tickets. How far this policy has been allowed to go we do not know. Two competing companies in the South have, it seems, changed their minds at the last moment, and realized that it is, after all, good policy not to cause needless inconvenience to the public. But whether the Ministry of Transport has already outlived its "welcome while" we leave it to others to determine. It is a curious coincidence that while that Ministry is trembling in the balance because it has failed to realize the "too vast orb of its fate," the introduction of the Ministry of Mines Bill shews that another Ministry is on its way.

The Abandonment of Criminal Appeals.

THE Court of Criminal Appeal has just expressed strong animadversion on the practice some prisoners have of "abandoning" appeals and then asking to have them reinstated. This the Court can do, but it has now intimated that normally it will not exercise its discretion to restore an abandoned appeal. This leaves many appellants in a very unfortunate position. They are between the devil and the deep sea—the Home Office and the Court of Criminal Appeal. What happened was this: The prerogative of mercy was not taken away by the Court of Criminal Appeal Act of 1907; it exists, and is exercised by the Home Secretary. But when a prisoner first appeals to the Court of Criminal Appeal and has his appeal rejected, the Home Office is reluctant to interfere—except in the case of a death sentence. It feels that interference with a sentence confirmed by the Court constituted to deal with such matters would be something of an impertinence, certainly a rebuff to the Court. Therefore prisoners, when they consider a sentence too severe, find it advisable to go to the Home Office first. But if they do this, the Home Office is apt to ask why the prisoner did not exercise his statutory remedy of a judicial appeal to the Court. And in ordinary cases they refuse to interfere unless he has done so. The result is that many experienced solicitors, who consider that their clients have a reasonable chance of getting a sentence reduced, are in doubt whether to try the Court of Criminal Appeal, or to go at once to the Home Secretary. In the former case, they are met with the difficulty that, even if the Court thinks the sentence excessive, it will not interfere with the discretion of the trial judge unless he has committed some error of principle in directing himself, or omitting to direct himself, as to the ground of sentence. It is sometimes useful, however, to go to the Court in such cases, for the Court may dismiss the appeal, but in so doing say that its own members would have passed a less severe sentence. If so, there is a chance if the Home Secretary afterwards interferes. If not, there is practically none. We refer, of course, to ordinary cases, in which political or sentimental complications are absent. A solicitor, therefore, sometimes gives notice of appeal to gain time in which to consider the best course to adopt, then abandons the appeal and goes to the Home Secretary by way of petition, then receives an answer from the Home Office saying that this is a case

which ought to have gone to the Court, so that they cannot properly interfere, and naturally then applies to get the abandoned appeal restored. The practice may inconvenience the Court, but as things stand it is often necessary in order to secure every opportunity of obtaining justice and mercy alike. The refusal of the Court of Criminal Appeal to encourage it may possibly add unintended hardship.

Scots Promotions of County Court Judges.

THE PROMOTION of his Honour Judge ACTON to be a High Court Judge is rightly regarded as epoch-making in England. But in Scotland the elevation of a sheriff-depute to the Bench of the Court of Session is an everyday matter. In fact, in certain cases, e.g., the sheriffs of Perth and of Renfrew, it is almost a matter of common form. After ten years' service in these, the leading shrievalties, a sheriff becomes entitled, as by presumptive right, to the first conveniently available seat in the Court of Session, and this is rarely refused. The principle and the practice resemble that in the case of the junior Common Law and Equity Treasury Counsel at the English Bar. But it should be noted that a Scots sheriff-depute, unlike an English county court judge, retains and exercises the right of private practice at the Bar—of course, not within his own bailiwick. As English lawyers are naturally somewhat at sea where Scots law designations are concerned, it should be pointed out that in Scotland there are three classes of sheriffs. There are the hereditary sheriffs, great peers who resemble the English Lord-Lieutenant of a county, except that their office is hereditary. Then comes the lawyer known indifferently as sheriff-depute or sheriff-principal. That is to say, in respect of the hereditary high sheriff, he is only a "deputy"; in ancient theory the peer who occupies the office of hereditary sheriff had himself judicial jurisdiction, but since Culloden he has always exercised this through his "deputy," an advocate. But the lawyer-sheriff, although "deputy" of the high sheriff, is himself a principal in respect of the numerous "sheriff-substitutes," who exercise all his first-instance jurisdiction civil and criminal and, in fact, do all the magisterial summary and judicial work of Scotland. The sheriff-principal (or "depute") acts only as an intermediate appeal-judge from his sheriff-substitutes to the Court of Session. The sheriff-principal is always an advocate, and in very many cases ends his days on the High Court Bench. But the sheriff-substitute may be, and sometimes is, a mere "writer" (*anglicé*, solicitor), and does not, of course, go any higher. Sir WALTER SCOTT, we may remark, an advocate and sheriff of Roxburgh, was a sheriff-principal or sheriff-depute, and not a sheriff-substitute. In the latter hard-working office he would have had no time to write his brilliant series of *Waverley* Novels.

The Transfer of Property on Sale of Chattels.

IT IS well known that, on a sale of chattels, delivery of the chattel to the purchaser is usually, but not necessarily, the moment when property passes from the vendor to the purchaser; and with property, the risk of loss in the case of destruction by an unforeseen event not due to negligence on the part of the custodian. The property may pass on delivery, as when A purchases and pays for a hat in a shop; or before delivery, as when B orders a suit of clothes, tries them on, assents to them as in accordance with the order, and asks the tailor to pack them up and send them on. Here the property, in the case of goods to be made at the date of the executory agreement for sale, passes to the purchaser when goods in accordance with the specifications of the contract have been unconditionally appropriated by the seller to the contract with the assent of the buyer: *Sale of Goods Act, 1893*, s. 18. The property may also pass at some date after delivery to the buyer; for example, in the case of a sale or return agreement. But it is in the case of the second category of executory sales—those in which a future or unascertained chattel is to pass when "unconditionally appropriated to the contract by the seller with the assent of the buyer," that difficulties generally arise in practice.

Sales Under D.O.R.A.

THE RECENT case of *Floyd v. Blamey & Morcum (Limited) Times*, 26th April), before BAILHACHE, J., illustrates this difficulty in very novel circumstances. Here a farmer bred sheep and sold their wool. Now, the Sale of Wool (Great Britain) Order, 1918, made under D.O.R.A., required all farmers so growing wool to sell all the wool they clip to a "person authorized" by the Director of Materials, and also to deliver it to that person. The object, of course, was to enable the Director to get the wool at a fixed price and ration it among the manufacturers; at least that was a principal object of the Order. Now, in the present case, on 4th June, 1918, the farmer received an official postcard from the District Executive Officer of the Directorate of Raw Materials, naming the defendants as the "person authorized" to value and take up the wool. The farmer thereupon clipped and stored the wool in readiness for the arrival of the "person authorized"; but before such arrival an accident of fire, not due to his negligence, destroyed the wool. The question, of course, was whether the property in the wool, and therefore the risk, had passed to the purchasers on or before the storing of the wool. Mr. Justice BAILHACHE treated the case as a statutory executory contract for the sale of a future unascertained chattel, namely, clipped wool, within the meaning of the Sale of Goods Act, 1893, s. 18. The question, therefore, narrowed itself down to this: Had the farmer "unconditionally appropriated" goods "in a deliverable state" to the statutory contract "with the assent of the buyer" when he placed the wool in his store? The learned Judge held that he had. For the goods were certainly "unconditionally appropriated" to the contract; the statute and order render any other appropriation of them illegal, and one must presume an actor's intent to be legal where it is ambiguous. Again, the wool was "clipped," and therefore "in a deliverable state." Lastly, the postcard naming the "authorized person" had given an implied "assent of the buyer" to the appropriation. All this seems clear. But suppose no "authorized person" had been named before the wool was clipped and stored. It seems quite arguable that, even in that case the assent of the ultimate buyer on behalf of the Director of Raw Materials must be presumed, inasmuch as the statute and Order compel him to buy all raw materials which are in a deliverable state and up to the statutory specifications. The point is certainly interesting.

Damages for Breach of Contract for Sale of Goods.

ONE RULE in ascertaining the measure of damages for breaking a contract to purchase goods is that the amount of damages is the difference between the contract-price and the market-price. If goods can be sold in the open market, the vendor's duty, in case of the purchaser's refusal to accept the goods sold, is to offer the goods for sale and so mitigate his damage. This rule, however, has no application where there is not an open market for the goods. In such a case the vendor is entitled to the amount of profit he has actually lost by the sale not being completed. This is well illustrated by a recent case from the Canadian reports, and the circumstances are such as might any day have happened in England: see *Mason & Risch v. Christener* (1920, 47 Ont. L. R. 52). The plaintiffs were piano manufacturers, and sold a piano to the defendant. The price was to be 850 dollars, but before a specific piano had been appropriated as the property of the defendant in fulfilment of the contract, the defendant repudiated the bargain. The plaintiffs sued for the price of the piano, but failed because the property in the goods sold had not passed to the defendant. A reference in the action was ordered to assess the damages sustained by the plaintiffs by reason of the breach of the executory agreement. It was found that the cost of the piano to the plaintiffs would altogether be 459 dollars, and therefore their profit on a sale for 850 dollars would be 391 dollars. This amount was held to be the amount that was due by defendant

to the plaintiffs. The defendant contended that the damages should not exceed the mere expense of finding another purchaser, but this argument did not prove acceptable to the court. The difference between cases where there is and cases where there is not an open market was pointed out. There is no open market that can absorb any number of pianos thrown upon it. Hence, the plaintiffs were entitled to the full amount of the damage they had sustained by the defendant's breach of contract.

Salmon-Fishing Diplomats and the Loss of Provinces.

IT HAS struck most people in Britain as peculiarly Irish that, when the " distressful country " is in a state of passive resistance to English authority scarcely distinguishable from that of war, the General Officer commanding the most important section of our forces should have been quietly spending his week-end salmon-fishing in a remote and unprotected spot. But probably few people remember how the fair province of Oregon was lost to Canada and the Empire by a similar attachment of our soldier-diplomats to the fascinating sport of the salmon chase. In the seventeenth century Britain and Spain divided the Pacific coast of America between them, California to Spain, Columbia to Britain, and by Columbia was meant not merely the present British Columbia, but all the Pacific coast north of the present American State of California. After the Mexican war in the early forties of last century, California was ceded to the United States by Mexico, and its northern boundary became the border between Canada and the United States west of the Rockies. But American settlers poured into Oregon more rapidly than British. The U.S. began to threaten annexation of Oregon. Congress actually passed a Bill granting 640 acres (instead of the usual 160) free to every American who settled in Oregon—a violation of British territorial rights. Lord PALMERSTON said that the enactment of the Bill would be " an act of war on Britain," and the Government of the U.S. withdrew the Bill—it was never presented for the President's assent. A Commission was appointed to settle the disputed boundary, but for some years no settlement was reached. Then a most humorous thing happened. Two British officers were sent as Commissioners to report on the extent and resources of the territory, and advise how much of it we should concede by way of compromise. They were ardent salmon-fishers. They took with them their rods and flies. But, alas! the hooks contained only " English " flies—species unknown to the Columbian salmon, who refused to rise! The English officers, in disgust, sent home dismal reports of the resources of Oregon, not omitting to mention the lack of patriotism exhibited by its salmon. Lord PALMERSTON read the letter to his Cabinet, and added depreciatory expressions about the province in terms more suitable to Cabinet discussions than to these pages. And so Oregon was ceded without further struggle to the United States. In the history of constitutional and international disputes the salmon must hereafter hold an honoured place.

The Privilege of Medical Witnesses.

THE question of putting medical men on the same footing as lawyers, with respect to the privilege accorded them in the witness-box as to non-disclosure of professional information, crops up from time to time in the daily Press. The latest instance is in the report (*Times*, 28th June) of a sitting of the Representative Body of the British Medical Association at Cambridge. A resolution against voluntary disclosure of information obtained professionally was passed, but a motion " that the medical profession should be placed on the same footing as to professional secrecy as clergy, barristers and solicitors " was lost. In support of this motion it was observed " that the Americans and Scotch adhered to secrecy; it was only the England of the present day that did not." It is believed that a New York statute of 1828 has been taken as a model for legislation on this subject in more than one of the

British oversea dominions. The State of Victoria in Australia is an instance of this, and such an enactment was placed on the Victorian statute book more than sixty years ago—having been first enacted in 1857. It now appears as section 28 of the Evidence Act, 1915, and is as follows—dealing with clergy and medical men:

" No clergyman of any church or religious denomination shall, without the consent of the person making the confession, divulge in any suit, action or proceeding, whether civil or criminal, any confession made to him in his professional character according to the usage of the church or religious denomination to which he belongs. No physician or surgeon shall, without the consent of his patient, divulge in any civil suit, action or proceeding (unless the sanity of the patient is the matter in dispute) any information which he has acquired in attending the patient, and which was necessary to enable him to act for the patient."

We have designedly quoted the whole of the above section in order that the contrast between the positions assigned respectively to clergy and medical men may be noticed. The protection accorded to the " confession " made to the minister of religion purports to be absolute, though the meaning of " confession " is certainly not clear, and might easily give rise to difficulty. The privilege accorded to medical information is partial only, not extending at all to criminal proceedings. There is a further important distinction. Whatever " confession " to a clergyman may mean, it does not cover more than a definite communication of some kind by the person making the confession to the clergyman hearing it. But the medical man may not divulge any information he may have " acquired " under certain conditions. It has been held by the Supreme Court of Victoria that " information " includes not merely communications, but knowledge acquired by the medical man through his professional observation and examination: *Warnecke v. Equitable Life Assurance Society* (1906, V. L. R. 482).

There seem to have been only two cases reported on the Victoria enactment above quoted—*Warnecke v. Equitable Life Assurance Society* (*supra*) and *National Mutual Life Association v. Godrich* (1909, 10 Comm. L. R. 1). Both were cases of actions on policies of life insurance, and in both the Evidence Statute prevented the insurers giving evidence in support of their defence contesting the claim under the policy. If the Victorian statute is to be taken as a model for legislation elsewhere, these cases and their result ought to be carefully considered. In a similar New Zealand statute (Evidence Act, 1908, s. 8) " communication made " is substituted for " information acquired." It was said in *National Mutual Life Association v. Godrich* that " no doubt the section is sometimes a hindrance to the establishment of the truth," and even stronger judicial criticism is to be found in *Warnecke v. Equitable Life Assurance Society*. The Chief Justice there said: " The point successfully raised for the first time in this case gives new and dangerous effect to the section as an obstruction to the administration of justice "; " evidence most important in cases of testamentary or other mental incapacity, in the Divorce Court as to physical condition proving infidelity," and in life insurance cases, could not be given in future, and the Chief Justice concluded by observing: " For these reasons it seems to me that repeal or amendment of the section is urgently called for in the interests of justice." The different wording of the New Zealand enactment would seem to remove one objection, but these judicial observations give rise to grave doubts as to the wisdom of following " the Americans and Scotch " in this direction of legal reform.

In the House of Commons, on 24th June, Mr. Chamberlain, Chancellor of the Exchequer, answering Mr. E. Harmsworth, who asked the right hon. gentleman to state what arrears of the excess profits duty remained uncollected for the years 1916, 1917 and 1918, said: No detailed analysis has been prepared of the arrears of excess profits duty outstanding for the three years mentioned, and in view of the time and labour involved, I cannot undertake to authorize the preparation of this information. Payment of the greater portion of the arrears outstanding is in suspense pending the settlement of appeals and other questions which cannot yet be determined, and it may be anticipated that upon a final adjustment of liabilities the total figure in assessment will be very substantially reduced.

Recent Developments of Trade Union Law.

IV.—INDUCEMENT TO BREAK A CONTRACT.

NOTHING could illustrate more completely the extremely drastic and unsettled character of Trade Union law than the fact that, since we went to press last week, there has been delivered a judgment by Mr. Justice McCARDIE which raises a wholly new issue on one of the main points discussed in our second and third articles. We think it necessary to mention and comment on this case (*Said v. Butt*; hearing reported *Times*, 12th June; judgment delivered 28th June) before proceeding further in the development of our argument as outlined last week. The case is not directly a Trade Union case, but it relates to the important principle of "inducement to break a contract," which, ever since *Lumley v. Gye* (1853, 2 E. & B. 216), has been recognized as actionable in tort.

The facts in *Said v. Butt* (*supra*) are quite novel and unique in character. The plaintiff, a Russian, financed Mr. GILBERT MILLER in various theatrical enterprises, and ultimately came into contact with Sir ALFRED BUTT. The latter was manager of the Palace Theatre, and therefore an agent of its owners—a point of importance in the case. Mr. BORIS SAID believed (quite erroneously, so the learned Judge found on the evidence) that Sir ALFRED BUTT was disconcerting the sale of tickets for performances run by Mr. MILLER at the Palace Theatre. There followed friction between Sir ALFRED BUTT and Mr. SAID. Sir ALFRED believed (also erroneously, as the Judge found) that Mr. SAID's presence might be adverse to other plays on their first night. This erroneous belief led to a curious result. A play called the "Whirligig" was being introduced, and Mr. SAID was anxious to take a party of friends to see it. He feared that tickets might be refused him, and so got someone else to purchase them on his behalf. He then presented himself at the theatre on the first night, but was refused admission, although his friends were allowed to enter. This was done by the order of Sir ALFRED BUTT, acting in the *bona fide* belief that Mr. SAID's presence might injure the interests of the theatre, inasmuch as there was known to be a quarrel between him and Sir ALFRED BUTT.

Now, on the face of these facts, as Mr. Justice McCARDIE pointed out, assuming Mr. SAID to succeed in shewing a breach of contract, he would appear to possess no less than three concurrent rights of action in respect of the same acts. In the first place, he could sue in contract for breach of the contractual duty to admit him to the theatre implied in the sale of a ticket. Here the proper defendants would be the principals to the contract, namely, the owners of the theatre, not their agent and manager, Sir ALFRED BUTT. Secondly, however, he could also sue the agent for procuring a breach of contract, an action in tort against Sir ALFRED BUTT. Lastly, he could also sue the owners in tort on the principle of *respondeat superior*, as responsible for their agent's tort; inasmuch as he undoubtedly committed such tort (if at all) in the course of his duty and within the scope of his employment as manager.

Now, the existence of those three concurrent rights of action is by no means a mere academic point. For the basis of liability in damages differs essentially in tort and in contract. In the latter case Mr. SAID could only claim against the owners the return of the money paid for the ticket, *plus* an indemnity for any expenses he had incurred in connection with his abortive visit to the theatre. Possibly, if he had had to pay a higher price for admission to a play of equal standing elsewhere, he might have claimed the difference in price of the two tickets. Such damages would either be non-existent or trivial. But the damages in tort, both against the agent and his principals, would be any sum which a jury might reasonably consider a compensation for all inconveniences and expenses to which he had been put as the result of the tort. This might be a large sum.

As a matter of fact, as so often happens, the case went off on a narrow issue of fact, so that much of Mr. Justice

McCARDIE's careful judgment is only of value as *obiter dicta*. But the points arising were fully argued in the case, and are of permanent interest. The plaintiff, in fact, only failed because he could not shew the existence of any contract at all between the theatre and himself. Why did he fail to shew such a contract? A rather unexpected point of law arose.

We have pointed out above that the plaintiff caused the tickets to be obtained for him in the name of another. Often this is not material. In the case of a person carrying on a public trade, who must exercise it when called upon by a member of the public, it would be no defence to an action for breach to allege that the defendant did not know with whom he was contracting. For in such cases, as he cannot refuse X, the fact that he imagined X to be Y is obviously not material. Such public trades, of course, are those of a farrier, a common carrier, who carries for all members of the public, an innkeeper, and the licensee of a public house. But a theatre is not in that position. Although licensed, it is not bound to admit the public. It can refuse to sell tickets to any person it pleases for any reason it pleases. Therefore, the question whether it intended to sell a ticket to A or to X becomes material in deciding whether or not there was a contract with A, who gets X to take the ticket for him.

The general rule, of course, is well known. Where the identity of a party is in any way relevant to the objects of a contract, then a contract with a person as to whose identity there is a mistake is a mere *nudum partum*; there is no intent to contract with him at all, and therefore no contract (Leake, 6th edition, 328). But the question as to how far and when the personality of a contracted party is essential to its objects is still a moot point. In *Smith v. Wheatcroft* (9 Ch. D. 223) and *Gordon v. Street* (1899, 2 Q. B. D. 641), identity was held to be important in commercial contracts and conveyancing contracts. Thus, for instance, the identity of a money-lender makes a good deal of difference, since in contracts of loan the borrower usually expects not to have his contractual obligations too rigidly enforced. On the other hand, in the case of goods sold over the counter to a man falsely alleging he was a certain well-known baronet the question of mistaken identity seems not to have arisen, for the sellers knew the "personality" of the man with whom they were in fact dealing, although deceived as to his name and rank: *Phillips v. Brooks* (1919, 2 K. B. 243). In other words, a man's name and rank are not an integral part of his personality, so as to make mistakes as to these amount to a mistake as to identity. This seems sound common sense. Probably everybody has at some period of his life frequently met and conversed with someone in a restaurant or train, and somehow carried away an erroneous idea as to his name and profession. Yet surely it cannot be contended that in the case of a contract with such a man there is any mistake as to his identity. A problem of much difficulty, therefore, arises in any such case. On the present facts, however, Mr. Justice McCARDIE held that there had been definite instructions not to sell tickets to Mr. SAID, that he had obtained them by concealment of a fact (namely, his identity), which, if disclosed, would have led—to his own knowledge—to a refusal, and that therefore there was no valid contract with him. This, of course, disposed of any question of "inducement to break a contract."

But the question still remains undecided, but not free from the influence of judicial *obiter dicta*, whether an agent in such circumstances as the above can be sued for procuring a breach of contract by his principal. If so, the principal is liable both in tort and in contract to the injured party. The learned Judge appeared to consider that such an action for tort will lie. The argument put forward against this view was that an agent is identified with a principal for the purposes of the contract, and that therefore he cannot induce *himself* to break a contract. This is ingenious, but if the views on "justification" suggested in our last article are sound, there is a simpler solution of the difficulty. If our view is right, a person whose duty it is to advise another as to his contracts is in a privileged position when he *bona fide* advises his principal to repudiate. He (and his principal, on the ground of

respondeat superior) can be sued, but can plead "privilege," which in its turn is rebuttable on proof of express malice. This, we submit, is the simplest and most logical view. It is also in harmony with the general doctrine of "privilege" as applied elsewhere in tort.

(To be continued.)

The Office of Secretary for Scotland. An Ancient and Historic Office.

(COMMUNICATED.)

The lay Press has made frequent reference of late to the feeling, which has been general and prevalent throughout Scotland, that their Majesties' visit to Holyrood in July, which has been hailed with such joy by the people of Scotland generally, and by those of Edinburgh especially, should be made the occasion of remedying what Scottish people have long felt to be a grievance, namely, that their Secretary has not been for many years a Secretary of State, or, as it is officially termed, a Principal Secretary of State, and that the old order ought to be reverted to, and the office once more restored to its former dignity and prestige.

In order to appreciate fully the office of the Secretary for Scotland, its duties and powers, it is necessary to have a general view, in outline, of the Secretariat as a whole. The office of King's Secretary dates as far back as the thirteenth century; and it became customary and usual to appoint two Secretaries, who were at first minor officers of the household, acting as the means of communication between the Crown in its relations with the Privy Council and the various Committees of that body, and with foreign representatives and subjects. Down to 1782 it appears there were two Secretaries for Foreign Affairs, one for the Northern States of Europe and one for the Southern. In 1782 the Northern Secretary, so to speak, took over the entire management of Foreign Affairs, whilst the latter looked after Home, Irish, and Colonial affairs. In 1794 a Secretary of State for War was appointed, and the management of the Colonies was transferred to him in 1801. In 1854 a Secretary of State for War was appointed, in whom were combined the offices of the former Secretary of State for War, while Colonial affairs were entrusted to a separate Secretary of State for the Colonies. In 1858 a fifth Secretary of State—the Secretary for India—was appointed.

The five Principal Secretaries of State—Home, Foreign, War, Colonial, and India—are now invariably members of the Cabinet; they advise the Crown in the conduct of their departments, and exercise certain statutory powers. By the custom of the Constitution, the Crown invariably acts on the advice of its Ministers. In the absence of any statutory provision to the contrary, any Principal Secretary of State may perform the duties of any other Principal Secretary of State. It was decided (*inter alia*) in the well-known case of *Entick v. Carrington* (1765, 19 St. Tr. 1030) that a Secretary of State cannot issue a general warrant for the arrest of any person. It was decided, however, in *Reg. v. Oxford* (1840, 4 St. Tr. (N.S.) 497) that he may issue a warrant for treason. So that the powers of even His Majesty's Principal Secretaries of State are limited. The following interesting and quaint points about Secretaries of State may be noted. It was decided in the time of ELIZABETH, in *Howel's case* (see under *Seache's case*, 1 Leon. 70), that there was no such committing magistrate as a Secretary of State; but in *Hellyard's case* (2 Leon. 175) they recognized his right *quod Privy Councillor*. In *R. v. Kendall* (12 St. Tr. 1359) it was contended that the Secretary of State was a *conservator pacis*, but it was not allowed by the Court. Such a magistrate is unknown to the common law of England. The passages in the law books which tend to shew that he is a justice of the peace were held to be precedents of illegal acts, and therefore bad: *Entick v. Carrington* (19 St. Tr. 1030). A Secretary of State has a restricted right in cases of treason to issue a warrant (*R. v. Kendall*, 12 St. Tr. 1359), but this does not extend to the papers of the accused: *Sayre v. Earl of Rockford* (20 St. Tr. 1285). His position as a Privy Councillor confers upon him the authority of a justice of the peace, for all Privy Councillors are in the Commission of the Peace: *Harrison v. Bush* (5 E. & B. 344), *R. v. Despard* (7 T. R. 736). Secretaries of State are appointed by the Crown by delivery of the seals, consisting of the signet, lesser secretarial seal, and the cachet. The office of the signet was abolished in 1851, and each department now issues its own seals.

The Secretary for Scotland is not a Secretary of State.¹ The Executive Government of Scotland was for some years after the Union conducted by a Secretary of State for Scotland.² This office was, unfortunately, not continuously filled, but existed, except at short intervals, until 1746. When the business of the Secretariat

was re-arranged in 1782, the Home Office took over the formal conduct of Scottish affairs, the Home Secretary being advised in these matters by the Lord Advocate, a Law Officer corresponding to the English Attorney-General, only with this difference, that the Lord Advocate has more extensive and varied powers. The Lord Advocate, in point of fact, discharged for the purpose of the domestic business of Scotland the duties of an Under-Secretary for the Home Department. In 1885 a separate department was created for the conduct of Scotch business, and a Secretary for Scotland was appointed, who is not a Secretary of State, nor, necessarily, a member of the Cabinet. Of late years it has been customary, however, to include the Secretary for Scotland in the Cabinet. He goes out of office with the Ministry. Almost all the business which was before transacted in the Home Office, through the Secretary for Home Affairs advised by the Lord Advocate, is now assigned to the department of the Secretary for Scotland. When the office was created in 1885 the Secretary for Scotland took over the duties with regard to Scotland, formerly discharged by the Home Secretary assisted by the Lord Advocate for Scotland, certain duties of the Privy Council, the Treasury, and the Local Government Board with relation to Scotland being handed over to him at the same time. It is on the recommendation of the Secretary for Scotland that His Majesty appoints the Judges in Scotland, the Sheriffs Principal, the Sheriff Substitutes, and various other legal officials, important and otherwise. The Secretary for Scotland presides over the Local Government Board for Scotland. The Secretary for Scotland has an office both in London and in Edinburgh. The Secretary for Scotland, who is appointed by warrant under the Sign Manual, administers the Scotch Education Acts, is Vice-President of the Committee of Council on Education in Scotland, President of the Local Government Board of Scotland, and Keeper of the Great Seal of Scotland. He also exercises, as regards Scotland, some of the duties of a Principal Secretary of State;³ although he is not, in point of fact, one. He has been described as a "local representative." Among other duties, he advises the Crown as to the exercise of the Royal prerogative in reprieves in murder cases.

Since the office of Secretary for Scotland was created in 1885, it is interesting to note that the following have held it, with the year of their appointment:—

- 1885, Duke of RICHMOND AND GORDON.
- 1886, Sir G. O. TREVELYAN, Bart.
- 1886, Earl of DALHOUSIE.
- 1887, The Right Hon. A. J. BALFOUR.
- 1892, The Right Hon. G. O. TREVELYAN, Bart.
- 1895, Lord BALFOUR OF BURLEIGH.
- 1903, The Right Hon. A. GRAHAM MURRAY (LORD DUNEDIN).
- 1905, Marquess of LINLITHGOW.
- 1905, Lord PENTLAND.
- 1912, The Right Hon. T. MCKINNON WOOD.
- 1916, The Right Hon. H. J. TENNANT.
- 1916, The Right Hon. ROBERT MUNRO.

No more fitting occasion could be imagined for the renaissance and revival—for such it would be and not creation, as the writer has endeavoured to shew—of the office of Secretary of Scotland to a Principal Secretaryship of a State than their Majesties' imminent and impending visit to their Royal Home in Scotland—the Palace of Holyrood House—the prospect of which has caused the most widespread joy throughout the whole of Scotland, and among their Majesties' leal and loyal Scottish subjects, and it would be a cause of intense satisfaction among the Scottish people if their Secretary were made a Secretary of State. It would, further, be a fitting and becoming tribute to the great ability, geniality, and popularity of the present distinguished holder of the office of Secretary for Scotland if he were to receive their Majesties on their arrival in Scotland as a Principal Secretary of State. He is a man who, in the discharge of duties that must be at times arduous, irksome, and trying, has pleased all parties in the State, and all people; and he has been uniformly successful in handling men and matters, including the most difficult problems that can fall to the lot of a Minister. The services he rendered his country in the war were incalculable and invaluable. Among these may be specially mentioned those he rendered in connection with the various Aliens Acts. He discharged these particular duties justly but fearlessly. Honours have come to men, but not, as far as the writer knows, to Mr. MUNRO, who is a Privy Councillor only in virtue of his late office of Lord Advocate. Here, then, is another, and an adequate, reason for the restoration and transformation of his office to its former dignity and grandeur.

Mr. Robert Alexander Craig, of Shrewsbury, solicitor, registrar of the Shrewsbury County Court since 1898, and district registrar for the High Court, left estate of gross value £31,251.

¹ The Secretary for Scotland Act, 1885 (48 & 49 Vict. c. 61).

² For a list of such Secretaries see Haydn "Book of Dignities," 2nd ed., p. 502.

³ See the Secretary of Scotland Acts, 1887 (50 & 51 Vict. c. 52; 8 Ed. 7, c. 40, s. 2 (1)).

Reviews.

Chitty's Annual Statutes.

CHITTY'S STATUTES OF PRACTICAL UTILITY, ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER. WITH NOTES AND INDEXES. Vol. 20, Part 1. CONTAINING STATUTES OF PRACTICAL UTILITY PASSED IN 1919, WITH INCORPORATED ENACTMENTS AND SELECTED STATUTORY RULES. By W. H. AGGS, M.A., LL.M., Barrister-at-law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The total number of public general statutes passed last year was 102. Of these, seventy-seven have been selected as of sufficient practical utility to be incorporated in this valuable annual issue of statute law. Five of them attest the extension of Government activities. Under one the old Board of Agriculture and Fisheries becomes the Ministry of Agriculture and Fisheries; under others the Ministries of Health and Transport and the Electricity and Forestry Commissioners are established. And, as Mr. Aggs says in his preface, the increase and enlargement of the powers of the State shews no sign of abating. What the "State" really is Lord Haldane has discussed in his Presidential Address to the Social and Political Education League last May (printed in the *Contemporary Review* for June), but that is a matter of philosophical speculation, on which we may have something to say another time. Meanwhile, the actual activities of the State are a question of immediate practical interest. As is well known, the year finished with a great batch of legislation, which included the new Patents and Designs and Trade Marks Acts and the new County Courts Act, and earlier in the year—in August—the solicitors took over the administration of their own professional discipline under the Solicitors Act, 1919. And there were the two Housing Acts—one in July and the other in December—which gave extensive powers for new housing, though unfortunately, these powers are slow in coming to fruition. The careful manner in which the provisions of the first—the Housing, Town Planning, &c., Act, 1919—are annotated is an excellent example of the editorial skill which makes this series of statutes so useful to the profession. And a very useful feature is the Appendix of Statutory Orders, including Housing Orders, Rules, and Regulations, and the Treaty of Peace Order, 1919.

CASES OF THE WEEK.

Court of Appeal.

GOLDSMITH v. ORR. No. 2. 11th and 28th June.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—STANDARD RENT—AGREEMENT TO INCREASE—MATERIAL DATE—MEANING OF "PROGRESSIVE RENT"—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTION) ACT, 1919 (9 GEO. 5, c. 7), ss. 4 (1), 7.

The defendant was the tenant of a house at Northwood under a three years' agreement, dated 15th March, 1912, made with the plaintiff's predecessor in title at a rent of £50 a year. The tenant, after the tenancy had expired remained on as a yearly tenant till October, 1918, when an agreement was entered into with the plaintiff by the agent of the defendant, the defendant being then on active service, that the defendant should continue as tenant at £50 per annum till the 25th March, 1919, and for one year after that at £65 per annum.

On 2nd April, 1919, the Increase of Rent, &c. (Restriction) Act 1919, came into force. The defendant, relying on section 4 of that Act, tendered rent for June and September quarters at the rate of £55 per annum—namely, at the rate of £50 plus 10 per cent. allowed by the section.

Held (Warrington, L.J., dissenting), that the words of section 4 (1) of the Increase of Rent, &c. (Restriction) Act, 1919, with regard to an increase of rent after 25th December, 1919, were to be construed with reference to the date when the increase came into effect, and not the date when an agreement for an increase of rent was made.

Held, further, that an agreement for a definite increase of rent for one particular period of 12 months did not create a progressive rent within section 7 of the same Act, and therefore the agreement was unenforceable.

Appeal by the plaintiff (the landlord) from a judgment of a Divisional Court (Bailhache and Sankey, JJ.) (reported 122 L. T. Rep. 656). The action was brought for rent at the increased rent of £65 a year for two quarters ended June and September, 1919, under an agreement dated October, 1918. The defendant (the tenant) had tendered the former rent plus 10 per cent. allowed to be charged by section 4 (1) of the Increase of Rent, &c. (Restriction), Act, 1919, but that had been refused. The matter was referred to the Master under Ord. 14, r. 7, and he gave judgment for the plaintiff. The defendant appealed, and the Divisional Court held that the date of payment of the increased rent, not the date of the agreement, was the date to be regarded as the date of the increase of rent, and therefore the rent was increased since 25th December, 1919, and so far as the increased rent exceeded the standard rent the plaintiff could not recover. After argument judgment was reserved.

BANKES, L.J., in the course of his judgment having stated the facts, said the question was whether this increase of rent took place before

or after December 25, 1918. The appellant contended that the increase took place at the time when the parties came to the agreement that the increase should be made. The respondent contended that it did not take place until Lady Day, 1919, when the new arrangement first came into operation, or possibly at Midsummer, 1919, when the first quarter's rent at the increased rate became due. The language used in the section was capable of either construction. The appellant's construction was the one which was most in accordance with the ordinary meaning of the language used. On the other hand, a consideration of the sense in which the same language was employed in the principal Act led him to the conclusion that the construction contended for by the respondent, and adopted by the Divisional Court, was the one intended by the Legislature. Applying the language of Section 1 of the principal Act to a case where a dwelling-house to which the Act applied had been let before the commencement of the war upon the terms that upon the happening of a given event the rent should be increased, then if the event happened after the commencement of the war and the rent was increased above the standard rent, would the increase for the purposes of the statute date from the time of the original agreement or from the date when the increase became effective? Again, take the case of a dwelling-house let before the war at a progressive rent. Was the increase which first became effective after the war to date, for the purposes of the statute, from the latter date, or from the date of the agreement? In both cases he thought that the statute must be read as applying to the date at which the increase became effective. It was unlikely that the Legislature would have considered it necessary to introduce the amendment made by section 7 of the Act of 1919 with regard to progressive rent if the construction of section 1 of the principal Act was not the one that he had adopted, because the most obvious need for the amendment was to deal with cases where a progressive rent had been agreed to before the Act came into operation. The language of the principal Act pointed to an intention on the part of the Legislature that the material date to be considered on the question when an increase of rent was made was the date when the increase becomes effective, and not the date when the increase was agreed upon between the parties. The same interpretation must be applied to the Act of 1919 as to the principal Act. The view taken by the Divisional Court was correct, and this appeal must be dismissed, with costs.

WARRINGTON, L.J., read a dissenting judgment. The question turned directly upon the construction of the provision of Section 4 (1) of the Act of 1919, but some light was thrown upon the construction of this provision by certain portions of the original Increase of Rent and Mortgage Interest (War Restriction) Act, 1915, which was incorporated with the Act of 1919 and was there called "the principal Act." The full title of the Act of 1915 was "An Act to restrict, in connection with the present war, the increase of the rent of small dwelling-houses and the increase of the rate of interest on, and the calling in of, securities on such dwelling-houses." His lordship read section 1 of the Act of 1915, which, he thought, indicated that the mischief which was contemplated, and to meet which the Act was passed, was not the natural growth of the rent or interest as the result of a contract made, it might be years before the war, but the exercise during the war of rights of property and freedom of contract resulting in an increase of the rent and interest. The wording of the title and the expression "had the increase not been made" pointed strongly to the conclusion that the increase contemplated was one effected by some Act since the beginning of the war, and not an increase which took place automatically during the war as the result of a contract made before the outbreak of the war. It might be that the definition of "Standard Rent" and "Standard Interest" was open to the construction that it was the rent or interest actually payable on 3rd August, 1914. He felt some doubt on the point, as the words were ambiguous. He thought the same construction must be given to the words "increased since the 25th December, 1918" in section 4 (1) of the Act of 1919 as to the words in the Act of 1915, "increased since the Act of 1919 as to the words in the Act of 1915," and therefore that the rent or interest was, for the purposes of the Act, increased when the Act was done which brought about such increase and not when the increase took effect. If that was the right view then the rent in the present case was increased in October, 1918—that is, before and not since 25th December, 1918, and the provisions of that Act did not apply. The appeal in his opinion should succeed.

SCRUTON, L.J., agreed with Banks, L.J., that the appeal should be dismissed.—COUNSEL for the appellant, W. de B. Herbert; for the respondent, H. H. Joy. SOLICITORS, Francis T. Jones; Fowler, Legg & Young.

[Reported by ERKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

RE YOUNG. PUBLIC TRUSTEE v. WALKER. Peterson, J.
18th and 19th May; 2nd June.

WILL—CONSTRUCTION—SETTLED LEGACY—GENERAL POWER OF APPOINTMENT—APPOINTOR PRE-DECESAS TESTATRIX—HYPOTHETICAL SURVIVORSHIP—WILLS ACT, 1837 (1 VICT. c. 26), s. 27.

Where a testatrix settled £5,000 by her will upon A for life, and in default of children of A, which event happened, in trust for such persons as he should appoint by will, and, subject thereto, to fall into

residue, and provided that in case A should pre-decease her (which event happened), then the settled legacy should be held upon the same trusts and subject to the same powers and provisions so far as capable of taking effect as if A had died immediately after her, and A by his will gave everything to his wife, and was subsequently killed in action,

Held, that the widow did not take the said settled fund, but it fell into the testatrix's residue.

Decision in Re Smith (1916, 1 Ch. 523) not applicable to such a case as this, because A never became the donee of the power.

Jones v. Southall (32 Beav. 31) applied.

This was a summons to determine the question whether or not a legacy had fallen back into residue. The facts were as follows:—The testatrix by her will directed her trustee to set aside out of her estate a legacy of £5,000 upon trust to invest the same and pay the income thereof to her nephew, G. H. Walker, during his life, and after his death upon trust for his children, and in default of any children (as in the event happened) upon trust for such persons as he should by will or codicil appoint, and, subject thereto, to fall into her residuary estate. The will contained the proviso that in case her said nephew should pre-decease her, the said legacy should be held upon the same trusts and subject to the same powers and provisions, so far as capable of taking effect, as if her nephew had died intestate immediately after her. The said nephew was killed in action during the lifetime of the testatrix, having by his will appointed an executor, and disposed of his property by giving and bequeathing unto his wife all his property and effects, real and personal, which might then or at any time thereafter belong to him.

PETERSON, J., after stating the facts, said: It is established that if a testator gives a legacy to A, and declares that if A pre-deceases her, the legacy shall not lapse, but shall take effect as if he had died immediately after the testator, there is no lapse if A pre-deceases the testator, but there is a gift by way of substitution to A's legal personal representative, to be held by him as a part of A's estate: see *Re Clunies-Ross* (1912, W. N. 33), *Re Greenwood* (1912, 1 Ch. 392), *Re Smith* (*supra*), on disagreeing with *Re Greeley's Settlement* (1911, 1 Ch. 358). The question here is whether the principle of these cases govern the present case. The question on behalf of G. H. W.'s widow is that, having regard to the provision in the testatrix's will, that which would not be an exercise of the power of appointment in the original gift becomes a valid exercise of the power. If G. H. W. had survived the testatrix, his will would by virtue of section 27 of the Wills Act have been a proper exercise of the general power of appointment, but that section relates only to such general powers of appointment as the testator possessed at the time of his death. His will obviously could not exercise a power of appointment which was not exercisable at the date of his death. He never became the donee of the power: see *Jones v. McCall* (1903, 1 I. R. 120). In the proviso the words "so far as capable of taking effect" renders operation of the proviso free from any reasonable doubt. The general power of appointment, which is the power of selecting the persons to whom the property which is the subject of the power, shall go, cannot be exercised by G. H. W., as he is dead. The power in question is not capable of taking effect after his death. The result is that his widow is not entitled to the sum of £5,000 in question.—COUNSEL, *Byrne; Manning, K.C., and Walford Hunt; Sheldon; R. J. T. Gibson, SOLICITORS; Linklaters; Paines; Herbert Smith, Goss, King, & Gregory.*

[Reported by LEONARD MAY, Barrister-at-Law.]

High Court—King's Bench Division.

CURLING v. MATTHEY. Bailhache, J. 23rd June.

LANDLORD AND TENANT—COVENANT BY LESSEE TO INSURE AND REBUILD—REQUISITION OF PREMISES BY WAR OFFICE—DESTRUCTION BY FIRE—LIABILITY OF LESSEE—ACT OF STATE.

By a lease dated 25th March, 1896, a term was created which expired on 25th March, 1919. The lessee covenanted to insure against fire and to yield up the premises on the expiration of the term in good repair. During the term the War Office requisitioned the premises, and insisted on the lessee quitting. In February, 1919, while the War Office was in possession, the premises were destroyed by fire. On a claim by the lessor against the lessee for damages for breach of the covenant to insure and to deliver up the premises in good repair,

Held, that the action on the covenant failed, as the requisitioning by the War Office was an act of State which excused the performance of the covenant by the lessee.

Action for breach of covenants in a lease. The plaintiff demised a house, called Offley House, near Hitchin, to the defendant for a term of twenty-one years, by a lease dated 25th March, 1896. The lessee covenanted to insure the premises against damage by fire and to yield up the premises at the expiration of the term in good repair. The facts are stated in the judgment of Bailhache, J.

BAILHACHE, J.—In February, 1918, the Secretary of State for War, acting through the appropriate military authorities, required the house for the internment of prisoners of war, and insisted upon the tenant quitting the premises. This he was reluctantly obliged to do. In February, 1919, the house was destroyed by fire. At the expiration of

the term the military authorities were still in possession, and they did not give up possession until the following June. Nothing had been done by that time to rebuild the house. The lessee paid his rent down to Christmas, 1918, but now claimed to be relieved from payment of the last quarter's rent and from his obligations under both of the covenants referred to upon these grounds:—(1) That he was evicted by title paramount and the lease thereby determined. (2) Frustration of the purpose for which the lease was granted. (3) Prevention by the lawful acts of the military authorities. The defendant also claimed relief under section 1, sub-section 2, of the Courts (Emergency Powers) Act, 1917. The first two grounds were disposed of adversely to the defendant by the decision of the Lord Chief Justice in *Whitehall Court (Limited) v. Ettlinger* (64 SOLICITORS' JOURNAL, 147; 1920, 1 K. B. 680), a decision which he (his lordship) felt he ought to follow, without expressing any view of his own except that in the present case the lessee did not regard himself as having been evicted by title paramount, as he continued to pay his rent for some considerable time after he had been turned out of the house. The covenants to yield up the premises in good repair and to insure were in the usual form. The latter required the lessee to insure in the joint names and to rebuild after a fire, applying the insurance moneys to that purpose, and paying any extra cost himself. It was unnecessary to decide whether the lessee could be compelled to rebuild after a fire occurring so near the end of his term, because, apart from the special circumstances of the case, he would clearly be liable in damages for breach of the covenant to yield up the premises in good repair, and the damages would be the cost of rebuilding. The question, then, was, assuming there was no eviction and no frustration, was the lessee prevented from performing his covenant to pay rent and to yield up the premises in good repair, and was such prevention an excuse for non-performance? It was obvious that the occupation by the military authorities did not prevent performance of the covenant to pay rent. The lessee could, and did, continue to pay rent after his house was requisitioned, and the quarter's rent sued for must be paid. It was equally obvious that he was in fact prevented from yielding up the premises at the end of his term either in good repair or at all. It remained to consider whether he was thereby relieved of liability for non-performance of that covenant. That depended upon the nature of the prevention. If the prevention was merely a supervening physical impossibility, as at first sight might appear, the general rule still was that such an impossibility was no excuse for non-performance of a contractual obligation. The strictness of the old rule had been to some extent relaxed, yet one must start from the standpoint of the old authorities. When, however, the circumstances of the present case were considered more closely, it was seen that the impossibility, although one of fact, was brought about by the lawful act of the Secretary of State for War, acting under the powers conferred upon him by the War Emergency Legislation. His requisition of the lessee's house, and its occupation for the internment of prisoners of war, were together equivalent to an act of State, and an act of State excused the non-performance of a covenant whose performance it prevented. Taking that view, it was unnecessary to consider the defendant's counter-claim for relief under the Courts (Emergency Powers) Act, 1917. The plaintiff must have judgment for his quarter's rent, but upon the main question, that of liability to rebuild or to yield up the premises in good repair, the action failed.—COUNSEL, *Hogg, K.C., and Pitman*, for the plaintiff; *Leslie Scott, K.C., and Fox*, for the defendant. SOLICITORS, *Corbould, Rigby & Co.; C. E. W. Goss, King, & Gregory.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

CASES OF LAST Sittings. Probate, Divorce and Admiralty Division.

FYFFE v. FYFFE. Duke, P. 19th April.

DIVORCE—LEAVE TO FILE PETITION FOR MAINTENANCE AFTER EXPIRATION OF TIME—DIVORCE RULES 95, 122, AND 181.

The wife obtained a decree absolute for the dissolution of her marriage on 5th February, 1919. On 4th March, 1920, she applied by summons to the Registrar and obtained leave to file a petition for maintenance, as the time for filing such a petition had expired one month after decree absolute. The petition was served on the husband, who appeared thereto and obtained leave for further time to file an answer. The husband then appealed to the judge on the ground that the Registrar had no jurisdiction to grant leave after the time limited for the filing of the petition had expired.

Held, that the husband was too late, in this case, to take advantage of the objection, as he had appeared to the petition and obtained leave for further time for answer; but that it was advisable that applications for leave to file a petition for maintenance or for variation of settlements, after expiration of the time limited by the rules, should be made to a judge.

The facts in this case sufficiently appear from the judgment.

DUKE, P.—This is the application of David Mitchell Fyffe, whom I will call the husband, for leave to appeal against an order made

in the Registry, whereby leave was given to his late wife, Martha Beatrice Fyffe, whom I will call the wife, to file a petition against him for maintenance. The parties were divorced by decree of this Court, which was made absolute on 3rd February, 1919. On 4th March, 1920, the wife issued a summons entitled in the suit, calling upon the husband to shew cause why she should not be at liberty to file a petition for maintenance herein, and asking that the time for her so doing might be extended. The summons was not served on the husband, and he had no notice of it. An order was, however, made on 9th March, purporting to give leave to the wife to file a petition in fourteen days. On 16th March she filed a petition, in which she set forth a case of ability on the part of the husband, and prayed an order for a gross sum of money or an annual payment. The petition was served on the husband on 24th March, and on 26th March he appeared; he obtained some time by consent for his answer, and on 9th April issued a summons for further time, on which an order was made. Time obtained by summons or by consent was still running on 14th April, 1920, when the present summons was issued. It was stated further on the part of the wife, and was not denied, that on 12th April, 1920, the husband's solicitors promised the wife's solicitors that his answer to the petition should be filed within a week. Pending the wife's suit for divorce, she obtained an order for alimony *pendente lite* by weekly payments of 25s. The payments under this order were in arrear at the time of the decree absolute, and payment of the arrears was afterwards enforced. Moreover, during 1919, the husband's liability under the order for alimony in the suit was treated by him as still subsisting, and he has claimed in the present proceedings that by a payment of 25s. made on 24th March, 1920, he had discharged all liability under the order to that date. The husband's present application was based upon a contention that the leave given in the Registry for filing the wife's petition for maintenance was made without jurisdiction. The order for maintenance after dissolution of marriage, which was provided for by the Matrimonial Causes Act, 1857, s. 32, and is now provided for by the Matrimonial Causes Act, 1907, s. 1, is an order which may be made on "any decree of dissolution." The direction in Rule 95 of the Divorce Rules published in 1865, that the petition in these cases shall be filed as soon as by the statute such applications can be made, or within one month thereafter, does not determine the time at which applications can first be made. The decision in *Bradley v. Bradley* (1 L. R. 3 P. D.) makes it clear, however, that an application made within a month of the decree absolute is made in good time. What was objected on the applicant's part to this extension of time made in the Registry was that under Rule 95 power to extend the time for application is capable of being exercised only by the judge. On the construction of Rule 95, and of Rules 181 and 122, which also have a bearing in the matter, there is a good deal to be said for the applicant's contention. For many years, however, and certainly since 1905, Rule 181 has been taken to include cases under Rule 95, and no practical inconvenience has resulted. It is noteworthy that in *Nicholas v. Nicholas* (89 L. T., p. 95) the Court of Appeal considered the effect of an order made in the Registry in accordance with recent practice in this respect, and decided that a petition lodged after delay of many years, but filed by leave and proceeded upon under Rule 101, could not be dismissed by the Registrar on grounds of delay, but must be reported upon in due course. Atkin, L.J., pointed out that "if leave to present the petition is obtained the applicant is entitled *ex debito justitiae* to have it heard and adjudicated upon." In view of this decision, as to the conclusive effect of leave to file a petition, it is advisable that application made without consent to file a petition for maintenance or for variation of settlements, after the expiration of the time limited by the rules, should be made to a judge. It is unnecessary in the present case to determine the question of practice which is raised by the applicant. With knowledge of all the material facts he accepted service of the petition, entered an appearance, and obtained from the Court and from his opponent time to answer. He is therefore too late to take advantage of the objection in point of procedure which he now makes. Moreover, the facts of the case are such that the time for making her application ought to be extended, and may be taken now, to be extended. The application is dismissed with costs.—COUNSEL, N. Middleton, for wife (petitioner); T. Bucknill, for husband (respondent). SOLICITORS, Davenport, Cunliffe & Co., for petitioner; Lumley & Lumley, for respondent.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

New Orders, &c.

Ministry of Health Orders.

INCREASE IN REMUNERATION OF CIVIL SERVANTS.

The following letter (Circular 102) has been issued to local authorities:—

SIR,—I am directed by the Minister of Health to refer to the circular letter addressed to you on the 12th January, 1920, and to previous circular letters on the subject of temporary increases of remuneration owing to abnormal conditions, and to state that in accordance with a Report, dated the 8th May, 1920, presented by the Joint Committee of the National Council for the Administrative and Legal Departments of the Home Civil Service, the Treasury have recently authorized for permanent civil servants a further revision of the scales of temporary increase.

A copy of the table shewing the revised scales is appended, and I am to request that a reference to the scales may be substituted for reference to previous scales in the earlier circulars.

In cases in which additions to salaries have already been given in respect of increased cost of living, such additions should be taken into account in fixing the amount of the additional allowance now to be made. In other cases where the salary of a particular post has been raised on grounds other than the rise in the cost of living, this scale should be applied to the raised salary.

The Lords Commissioners of His Majesty's Treasury have intimated that the present scheme, which was proposed for officers whose ordinary rate of remuneration does not exceed £500 per annum, may be extended to include permanent civil servants on rates of salary not exceeding £1,000 per annum and on scales of salary with maxima not exceeding that amount. In such cases bonus at the rate of 45 per cent. is payable on the portion of ordinary remuneration exceeding £500 per annum.

The case of permanent civil servants on rates of salary above £1,000 per annum or scales of salary with maxima above that amount has been reserved for further consideration. Such officers are meanwhile eligible for the bonus authorized by Award No. 101, particulars of which were appended to the circular letter addressed to you on the 12th January, 1920.

I am to call attention to the fourth paragraph of the circular letter of the 12th January, 1920, in which it was intimated that in the event of any further awards being made, the Minister's sanction might be assumed to any payments to officers whose remuneration is subject to the sanction of the Minister, of additional temporary remuneration at rates not exceeding those fixed by such awards. I am to state that the Minister considers that the same principle is applicable to a Treasury decision such as the present one, affecting, on the ground of the increased cost of living, the remuneration of the whole permanent Civil Service. The Minister accordingly sanctions, so far as his sanction may be required, corresponding temporary increases in the remuneration of officers of local authorities (including boards of guardians).

I am, Sir, Your obedient Servant.

F. J. WILLIS, Principal Assistant Secretary.

Scales of Bonus authorized for Permanent Civil Servants as from the 1st March, 1920.

(a) Where the ordinary rate of remuneration does not exceed 35s. a week (£91 5s. per annum)—

130 per cent. of ordinary remuneration.

(b) Where the ordinary rate of remuneration exceeds 35s. a week (£91 5s. per annum) but does not exceed £200 per annum—

130 per cent. on the first 35s. a week (£91 5s. per annum);

60 per cent. on such amount of ordinary remuneration as is in excess of 35s. a week (£91 5s. per annum).

(c) Where the ordinary rate of remuneration exceeds £200 per annum—

130 per cent. on the first 35s. a week (£91 5s. per annum);

60 per cent. on the next £108 15s. per annum;

45 per cent. on such amount of ordinary remuneration as is in excess of £200 per annum up to £500 per annum.

(d) For the purposes of this scheme the expression "ordinary remuneration" shall be deemed to include remuneration by way of allowance, but to exclude overtime pay, war bonus and all other emoluments or their monetary equivalent. In the case of piece-workers, their wages shall be based on the time rate for an ordinary working week and not on their piece-work earnings.

(e) The bonus to be applied as from 1st March, 1920, irrespective of age or sex, to all permanent full-time officers and employees of the Government, whether established or unestablished, and part-time employees engaged on manual duties to whom the terms of Civil Service Arbitration Board Awards No. 84 and No. 101 have been applied. In the case of part-time employees engaged on manual duties the bonus to be calculated at such proportion of the bonus payable to full-time employees on similar work as their ordinary hours of work bear to such full-time employment.

(f) The bonus to be subject to revision every four months during the first twelve months (i.e., on 1st July, 1920, 1st November, 1920, and 1st March, 1921), and thereafter every six months.

(g) For the purpose of these revisions the standard cost of living figure to be arrived at by taking the average of the official figures as shewn in the Labour Gazette, for the preceding four months (or the preceding six months in the case of revisions subsequent to that of March, 1921), e.g., the revision on the 1st July, 1920, to be based on the average of the official cost of living figures at 1st March, 1st April, 1st May, and 1st June, respectively.

The bonus described in sub-sections (a), (b), and (c) to be increased or decreased by $\frac{1}{5}$ th (i.e., $\frac{1}{5}$ th for every five full points) by which the average cost of living figure so determined rises above or falls below 130, variations of less than five full points in either direction being ignored.

(h) In the case of persons retiring on or after the 1st March, 1920, the pay and emoluments on which their pensions and/or gratuities would normally be granted shall be increased by 75 per cent. of the bonus current at the date of retirement except in cases falling within the scope of section 12 of the Superannuation Act, 1834. In such cases the amount of bonus reckoning for pension, &c., shall be the average annual amount drawn in the three years preceding retirement or death, or three-quarters of the bonus actually drawn at retirement or death, whichever is less.

(i) In the case of the lowest wages grades, for which Award No. 101 would be more favourable, persons in the Service on 1st March, 1920, to have the option of continuing to be paid in accordance with Award No. 101, so long as the average cost of living is not less than 125, provided that any person who elects to take the new bonus whilst the average cost of living figure is still not less than 125, shall not be entitled to exercise a fresh option with the view of reverting to the former scheme.

(ii) The increases accruing from this scheme to count as heretofore for the purpose of calculating overtime pay. Persons whose overtime pay is calculated at a fixed rate or is subject to an overriding maximum to receive a corresponding benefit by way of increase in the fixed rate or overriding maximum, the amount of such increase to be determined by agreement.

Societies.

Royal Courts of Justice War Memorial.

UNVEILING BY THE LORD CHANCELLOR.

The memorial in the Central Hall to officials and members of the staff employed at the Royal Courts of Justice, who died in the service of their country in the Great War, will be unveiled by the Lord Chancellor, on Friday, the 16th July, 1920, at 4.15 p.m.

G. A. BONNER, Chairman.

Royal Courts of Justice War Memorial Committee. The committee will be glad of help in making known to the relations of those whose names appear on the memorial, the date and hour of the ceremony, in order that they may be able to be present.

The Bar Council.

Mr. T. R. Hughes, K.C., has been appointed chairman of the Bar Council, in the place of Mr. J. A. Foote, K.C., resigned, and Mr. J. F. W. Galbraith, K.C., has been appointed hon. treasurer of the Council, in the place of Mr. T. Tindal Methold, resigned.

Berks, Bucks, and Oxfordshire Incorporated Law Society.

The annual meeting of this society was held at the Guildhall, Windsor, on Wednesday, the 23rd ult.

The minutes of the annual general meeting, held on 25th June, 1919, having been approved and signed, and the treasurer's statement of accounts approved and adopted, the PRESIDENT (Mr. E. Cecil Durant) submitted the annual report of the committee, and in so doing drew attention to the satisfactory and continued increase in the membership of the society, which he stated had now reached the record number of 138, in addition to which five new members had been nominated for election. In the course of his remarks, the President reminded members of the circumstances leading up to the extraordinary general meeting of the society, which was held in January last, when it had been decided to form a Joint District Council, consisting of five members of the society and five members of the Reading and District Law Clerks' Association, and drew attention to the report of the Joint District Council (which appeared on pages 13 and 14 of the annual report) and the resolution passed thereon by the Reading and District Law Clerks' Association, a copy of which had been sent to every member. The President reported that at the meetings of the Joint District Council the clerks' representatives seemed to be unanimous in feeling that any scheme as to salaries which was based on the addition of a percentage to pre-war salaries would be most unfair, as tending to penalise the good pre-war employer and to accentuate the underpayment of the clerks who were underpaid before the war. He believed that in the vast majority of country offices any system of grading clerks and fixing a minimum salary for every grade would prove to be impossible in practice, however good the idea might be in theory, as very few offices in the country were large enough to keep clerks whose time was occupied entirely in any one branch of the work of the profession. He also considered that in the case of clerks both above and below ten years' experience salaries must be based upon efficiency rather than upon years of experience. The President remarked that in the case of a trader it was possible for him to pass any increase in his working expenses on to his customers, while in the case of the legal profession this was only possible to a very limited extent, having regard to the fact that no increase had been allowed in the scale charges for conveyancing, which probably constituted the bulk of the work of most of the members of the society. He considered that if the increased salaries were to be paid, it was absolutely essential that full-scale charges should always be made, except in quite exceptional cases, and he feared that in the past very many solicitors in the area of the society had failed to make their proper charges, and that the profession as a whole, as well as law clerks, had suffered in consequence. The report was seconded by Mr. F. Q. LOUCH.

In speaking to the report, Mr. FIELD stated that he could not adopt either of the suggestions contained in the resolution of the Reading and District Law Clerks' Association. In the first place, no office could pay the salaries suggested, and in the second, the basis suggested seemed to

him to be ridiculous. If they were adopted, an office boy on leaving school would receive £1 7s. 6d. a week, and a clerk of forty years' service in the law, who might be suffering from the approach of senile decay, would be receiving far more than a thoroughly efficient man of twenty years' experience who was in the prime of life. Efficiency, and not years of service alone, must be the test to be applied to every case, and both sexes should receive equal pay for equal work.

The PRESIDENT, replying to one or two inquiries made by Mr. FIELD, said that he should like to tell the meeting how much he appreciated the spirit which had prevailed at the meetings of the Joint District Council. Each side had obviously striven to be absolutely fair to the other, and in some cases the clerks had objected to suggestions of the solicitors as being unfair to them, and the solicitors had objected to suggestions made by the clerks as not being fair to the clerks themselves.

Mr. G. E. B. ROGERS inquired whether the Joint District Council had suggested any, and, if so, what scale of annual alterations of salary in the case of clerks both above and below ten years' experience, and was informed by the President and Secretary that no suggestion of any kind had been made on the subject, but that it would be open to any principal or clerk who desired to do so to apply to the Joint District Council for their opinion as to the salary which should be paid to any particular clerk.

Mr. G. BROOK KNIGHT, while agreeing that the suggestions set out in the resolution of the Clerks' Association would not work, considered that if some system of grading, similar to that in county council offices could be worked out, it might prove an encouragement to the clerks. He inquired whether this question had been fully considered by the Joint District Council.

The SECRETARY, in replying to Mr. Knight, said that the question of grading had been fully considered in all its aspects by the Council, and that he had had before him at the meetings the scheme of grading adopted in county council offices, but that the Council considered that any scheme of grading in the offices of country solicitors as a whole was quite unworkable, both on account of the varied duties which the clerks were called upon to perform and on account of the fact that, while some offices employed only one or two clerks, others employed fifteen or more. Obviously, in the office with only two clerks, the senior of whom might style himself "managing clerk," the scale of efficiency required would in most cases only be equivalent to that of the fifth or sixth clerk in the office in which fifteen clerks or more were engaged, while the managing clerk in the larger office would almost certainly be a man of far greater efficiency than the managing clerk in the smaller office. The Joint District Council had selected clerks known to the members, and had actually tried to grade them, but had found that the attempt was a hopeless failure.

Mr. H. THOMSON drew attention to the prevalence of under-cutting in Slough by a London firm who sought work in the provinces, and admitted that they never charged more than 1 per cent. He thought that the London Society should make some effort to deal with the matter, which it seemed to be impracticable for this society to do.

Mr. C. G. CHAMBERS explained the system of grading in force in the office of the Berkshire County Council, and referred particularly to the Treasury bonuses which, he said, seemed to be alternately extravagant and miserly. He also stated that experience shewed that female clerks were unable to put in as many days' work per year as male clerks.

Mr. SIDNEY BRAIN inquired whether the recommendations of the Joint District Council applied to both sexes, and expressed the wish that the Council had defined what was meant by "meal times." In the past he had always understood that an hour was the time allowed for dinner, but there seemed to be a tendency to lengthen this out to an hour and a quarter or an hour and a half or even to two hours. At the present rate of salaries the absence of a large staff from the office for even an extra quarter of an hour each day was a matter involving very serious loss to the principals.

In replying, the SECRETARY stated that the report of the Joint District Council related to male clerks only, and that while the Council were of opinion that the time allowed for dinner was usually an hour, most principals were willing to allow clerks who lived at a distance from the office an additional quarter of an hour or half an hour, and hence the Council had thought it best not to lay down any hard-and-fast rule, particularly as the recognized dinner time in some offices was an hour and a half.

The resolution adopting the report (including the report of the Joint District Council) was put to the meeting, and carried unanimously.

The SECRETARY next moved "that this meeting, while agreeing that theoretically a system of grading law clerks appears to have much to recommend it, is satisfied that such a system would in practice be quite impossible to work, at any rate in the offices of country solicitors, and that any annual or other increases in salary in the cases of clerks of both below and above ten years' experience in a solicitor's office must depend upon efficiency rather than upon years of service alone."

The resolution was seconded by Mr. E. L. REYNOLDS, and, having been put to the meeting, was carried unanimously.

The SECRETARY next proposed, in accordance with notice, that a donation of ten guineas be made out of the funds of the society in the name of Mr. E. Cecil Durant, the president of the society, to the Solicitors' Benevolent Association. In moving the resolution the secretary drew attention to the good work which the association was doing and the urgent need for supporting it. He also referred to the immense amount of work which the president had done for the society both during his year of office and also during the previous year, when,

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as vice-president, he had undertaken many of the duties which it was impossible for the then president, Mr. E. L. Reynolds, to perform owing to his absence on military service. The speaker particularly referred to the ability and tact which the president had shown as a member of the Joint District Council, and attributed the unanimity of the proceedings in a very large measure to his influence.

Mr. E. L. REYNOLDS seconded, and expressed his entire agreement with everything said by the previous speaker and his personal indebtedness to the president. The resolution was then put by the secretary and carried unanimously.

Major James Matthews Eldridge, of Oxford, was elected president for the ensuing year, Mr. John Clement Parker, of High Wycombe, vice-president, Mr. H. C. Dryland, of Reading, was re-elected as secretary, and for this year the offices of treasurer and secretary were again combined.

Mr. H. R. Blaker having been obliged to leave the meeting, Mr. C. G. CHAMBERS moved in his name, according to notice, "that a donation of five guineas be made out of the funds of this society to the Reading and District Law Clerks' Association." The speaker drew attention to the good work which the association was doing, and laid stress upon the fact that the interests of a solicitor and his clerks were to a very large extent identical. The resolution was carried unanimously.

[We are obliged to hold over extracts from the Report.]

The Law Society.

THE REPORT OF THE COUNCIL.

The following are extracts from the annual report of the Council for the year 1919-1920:—

Membership of the Society.—The Society has now 8,876 members, of whom 3,943 practise in towns and 4,933 in the country. The number of members who joined the Society during the past year is 427 as compared with 329 in the previous year. After allowing for deaths, resignations and exclusions, the number of members shews an increase for the year of 216.

Membership Subscriptions.—In the Appendix (pp. 84 and 91) are printed a report and a supplemental report of the Finance and General Purposes Committee with regard to members' subscriptions. There are set out in that report the reasons (principally of a financial character) which induced the Committee to form the opinion that the time has arrived for increasing members' subscriptions in London and the country. Their view has been adopted by the Council, and accordingly as from the 1st of January next London members will be asked to pay £3 3s., and as from the same date country members will be asked to pay a subscription of £1 11s. 6d. per annum. The Council consider that any addition to the Society's income, whatever it may be, resulting from the increases, will not place the Society in the financial position which is occupied before the war, or provide it with an income in excess of what is required to enable it to carry out its activities unimpaired. It is unnecessary to dwell upon the advantages which members derive from what is in fact an admirable club and from the literature which is distributed. It is only right, however, to call attention to the work done by the Council for the benefit of the whole profession, not merely with regard to education and legislation, but also in protecting their interests generally. The Council are confident that members will not fail to support their efforts by giving them the funds necessary to enable those efforts to be successful.

Solicitors' War Memorial Fund.—By resolution of the Council and with the approval of the Society, expressed at the special general meeting held in January, 1919, a Solicitors' War Memorial Fund has been established to commemorate and record the services of the profession. Trustees have been appointed and a trust deed executed, which provides for:—

(1) The erection of a visible memorial in the Society's Hall. (2) The compilation of a "Record of Service." (3) The establishment of a "Relief Fund" to be administered for the benefit of solicitors and their articled clerks who have suffered in mind, body or estate in or through the war, and the families and dependents of such solicitors and articled clerks and of those solicitors and articled clerks who have been killed in the war or have died of wounds or injuries inflicted on or sustained by them or of sickness or disease contracted by them whilst serving or in consequence of their service in any of His Majesty's Forces during the war. The memorial will take the form of mural tablets, to be placed in the Society's Hall. They have been designed by Mr. Gilbert Bayes, A.R.A., who is working in association with the Society's architects, Messrs. Lander, Bedells & Crompton. It is hoped that the memorial will be completed during the autumn. The "Record of Service" is being compiled as rapidly as possible, but delay has been occasioned by the difficulty which has been experienced in collecting the various returns. A sum of £44,534 has been subscribed or promised to this fund, and the trustees have had the satisfaction of paying over a sum of £10,865 towards the support, maintenance, education or advancement of persons whose requirements have brought them within the terms of the trust. Three pensions of £50 per annum have also been granted. Donations, which will be received gladly, may be spread over three years, and it is suggested that any such deferred gifts might be protected by the necessary testamentary provisions.

Liverpool Solicitors' War Memorial Fund.—In June last the Vice-President, Mr. C. H. Morton, intimated to the Council that out of moneys bequeathed to him and to be applied by him to benevolent pur-

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720. BICENTENARY A.D. 1920.

FIRE, LIFE, SEA, ACCIDENT,
PLATE GLASS, BURGLARY, LIVE
STOCK, EMPLOYERS' LIABILITY,
ANNUITIES, THIRD PARTY,
MOTOR CAR, LIFT, BOILER,
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GUARANTEES.

THE CORPORATION ACTS
AS TRUSTEE OF WILLS AND
SETTLEMENTS, EXECUTOR
OF WILLS.

Apply for full particulars of all classes of Insurance to the Secretary—

HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C. 3.

LAW COURTS BRANCH: 29 & 30, HIGH HOLBORN, W.C. 1.

poses he proposed to establish a fund for assisting solicitors and articled clerks in the Liverpool district (particularly such as might have been affected adversely by the war) and those dependent upon them, and he requested the Council to allow the Society to be appointed trustee for the fund. The Council concurred, and accordingly, in the following month, an Order was made by the High Court of Justice, Chancery Division, vesting the funds, which amount approximately to a sum of £34,573, in the Society on trust set out in a scheme appended to the Order. Provision was made also that the funds were to be administered by a local committee. The trust funds have been transferred to the Society, and a committee of Liverpool solicitors has been appointed to administer them under regulations prepared by the committee and approved by the Council.

Registry Department.—There has been a continued increase of entries on all the registers since the last report, noticeably so on the mortgage and clerkship registers. The Council have received letters from members in which they have commented upon the value of the mortgage registers, C and D (C, securities offered on mortgage; D, money for investment on mortgage), in successfully arranging mortgages. The Council therefore recommend members to take full advantage of the registers when they have mortgages to arrange, which they cannot conclude in their own offices. Some complaints have been received from members who have made entries on the clerkships vacant register (G) that no replies have been received. It is suggested that this may be accounted for by the fact that the salary offered has been omitted. The Council therefore advise members when making entries on register (G) to state the minimum salary offered. The attention of members is specially directed to the fact that no clerk is allowed to inspect the register of vacant situations or enter his name without having first produced a letter of recommendation from a member of the society, or, in cases where it is impossible to obtain this, from some responsible person, to the effect that the clerk is personally known to the writer and is of good character. By this means the Council is able to ensure that the register is, so far as possible, kept free of undesirable applicants.

War Service of Articled Clerks.—The Solicitors (Articled Clerks) Act, 1918, provides that any time during which an articled clerk had served in any of His Majesty's Forces or in any public service connected with the war, of a character approved by the Master of the Rolls, or who had been detained or interned, shall be reckoned for all purposes as time duly served under his articles of clerkship. The effect of this provision was limited in its benefits to those who had rendered war service after entering into articles of clerkship, and the Council felt that some concession ought to be made also in favour of those desirous of becoming solicitors who had not been articled before serving with the Forces, and that subject to a minimum period of two years' due service in a solicitor's office under articles, the ordinary term of five, four or three years might be reduced by reckoning war service. The Lord Chancellor approved of the suggestion, as did also the Minister of Labour. The Council therefore promoted and with the assistance of the Government were able to procure legislation to give effect to the proposal. The Act, which is entitled the Solicitors (Articled Clerks) Act, 1919, provides that in order to secure its benefits clerks must enter into articles within one year of the termination of the war or of their war service whichever is the later date. This limit is extended to three years in the case of those who take a degree at the university, the Council desiring in every way possible to encourage the taking of a university course.

The Society's Law School.—The number of students entered during the session 1919-20 was 295, as against 206 in 1918-19, 62 in 1917-18, 69 in 1916-17, 87 in 1915-16, 138 in 1914-15, and 283 in 1913-14. It will thus be seen that the recovery of numbers which began immediately on the suspension of hostilities has already resulted in the restoration of the Society's Law School to its former strength. Indeed, the difficulty has been, during the last year, to cover the ground with the limited available teaching power. Of the students of the present session, 219 were oral, and 76 correspondence students. The work of the session has

been of a high order. As an illustration of the keenness of the students, it may be mentioned that, during the First Term, 1920, the average attendance among the 153 oral men was 82.7, and that 100 of these took the voluntary terminal examinations, obtaining an average mark of 57.9 per cent. A new feature in the Society's school has been the appearance in the class-rooms of women students. Since the passing of the Sex Disqualification (Removal) Act of last year, seven of such students have entered the Society's school, and have done excellent work. At the qualifying examinations which have been held since the last annual report was prepared, 240 of the Society's students have been successful in passing—viz., 128 in the Final and 112 in the Intermediate. Thirty-six of the Society's students have obtained honours—viz., 2 in the first class, 12 in the second, and 22 in the third.

Outside London, the progress of legal education has been advanced during the session by the revival of teaching activities at Birmingham, Bristol, Leeds, Liverpool, Manchester, Sheffield, and in Sussex; and the Council has endeavoured to assist the centres thus engaged by making grants out of its educational funds to the extent of £717 10s. But the resources at its disposal are extremely limited.

Training Grants for Ex-Soldiers.—In the last annual report it was stated that selective committees had been established by the Minister of Labour for the purpose of selecting and recommending in London and the provinces applicants for educational and training grants whose cases had been considered by special interviewing boards attached to such selective committees. It was stated also that the Council had nominated representatives on each of these selective committees, and that in London the selective committee had appointed a special law board to deal with applications from the legal profession, and that this board had been sitting to consider applications in the Council Chamber of the Law Society. The Law Board referred to, which consists entirely of members of the Council of the Law Society, has been sitting once or oftener in every week of the past year. It has dealt with some 504 applications and re-applications, and in the large majority of cases its recommendations have been adopted by the Grants Committee by whom the grants are made.

Solicitors' Remuneration.—The Council have been occupied for a considerable portion of the past year in endeavouring to secure a permanent increase in solicitors' remuneration. It was felt that the general increase in the cost of living and the rise in establishment charges had rendered the war increase of 20 per cent. inadequate, and that not merely should there be a further increase, but that it should, to some extent, be applied to non-contentious as well as to contentious business. Owing to the illness of the late Master of the Rolls some delay was experienced, but in December last a meeting took place between the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls, at which they decided to recommend an increase of 33½ per cent. in charges for business remunerated under Clause 2c of the Solicitors' Remuneration Order, 1881, and also that the 20 per cent. then allowed on costs in contentious business should be increased to 33½ per cent. Accordingly a new Order under the Solicitors' Remuneration Act was made, and subsequently orders were made in the High Court (which included costs of assize trial in criminal proceedings and also costs in non-contentious probate cases) in the county courts and in other inferior courts. An intimation from the Home Office has also been issued which will have the effect of proportionately increasing costs at Petty Sessions and quarter sessions. In the last annual report reference was made also to attempts which the Council were making to obtain a rule empowering a solicitor at his option to deliver a bill in the form of a gross sum or aggregate fee in lieu of detailed charges which was to be regulated with reference to considerations stated in section iv. of the Act. Some progress was made with this rule during the past year. Indeed, the Lord Chancellor intimated that he would be prepared to sanction a form of rule somewhat on the lines suggested. It was considered, however, that the form would be so restricted in its effect as to be of little practical value, and it was determined therefore to press for a wider form. The matter was delayed by the absence abroad of Sir Norman Hill, Bart., President of the Liverpool Law Society, a member of the rule-making authority—but on his return to England was re-opened, and is now again under consideration. If no more extended form of rule is obtainable, the form already suggested is available for acceptance.

Land Transfer: Law of Property Bill.—In the last annual report it was mentioned that the Departmental Committee on the Acquisition and Valuation of Land for public purposes had appointed a special committee to consider the present position of land transfer in England and Wales, with the object of advising what action should be taken to facilitate and cheapen the transfer of land, and that Sir Walter Trower had received and had accepted an invitation to join the sub-committee.

The report of the committee, incorporating the views of the sub-committee, was issued in January last, and it included as one of its main recommendations that the veto given by section 20 of the Land Transfer Act, 1897, against the extension of compulsory registration should be repealed, and that in future every conveyance on sale in any county to which the Land Transfer Act may be extended should be void so far as regards the conveyance of the legal estate unless it is registered. The Committee recommended also that in the case of every

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future Privy Council Order for the extension of compulsory registration in any county, six months' notice should be served upon the county council and the local law society, each of whom during that six months would be entitled to demand a public inquiry as to the desirability of such extension, and that thereupon the Lord Chancellor would appoint some person to hold the inquiry. If, after that inquiry, the Lord Chancellor were to decide to proceed with the Order, he would cause a draft of it to be laid on the table of both Houses, and if and when an address were carried in either House approving the draft of the Order, it would be made, but not otherwise. The Committee further recommended that no order should be made until after the expiration of two years.

These recommendations were combined with far-reaching suggestions for the general amendment of the law of real and personal property, of which the following are some of the more important:—

(a) The assimilation of the law of freeholds and copyholds to that of leases.

(b) The only estates and interests in land to be capable of subsisting or being created at law are estates of freehold land in fee simple, terms of years absolute, perpetual rentcharges or rentcharges for a term of years absolute, easements, charges secured by a term of years absolute, and land tax and tithe rentcharges. All other estates are to be converted into equitable interests, and no legal estate is to subsist in an undivided share of land.

(c) All existing mortgages secured upon the freehold are to be converted into and secured by leases for long terms of years, and in future, mortgages must be effected by the creation and charging of long terms of years.

(d) All copyholds and lands held by special tenure are to be abolished.

(e) All leases for lives and such as are perpetually renewable are to be compulsorily converted into long leasehold terms.

(f) The law of primogeniture and other laws regulating the succession to freehold land are to be repealed, and such laws are to be assimilated to that which with some variation regulates the distribution of personality, or an intestacy.

(g) Amendments of and additions to the Conveyancing Acts, Trustees Acts, Settled Land Acts, and Land Transfer Acts.

In February last the Lord Chancellor introduced into the House of Lords the Law of Property Bill, which incorporates all the recommendations of the Acquisition of Land Committee, and it is clause 170 (clause 177 of the Bill as amended) of this Bill by which effect is sought to be given to their recommendations for the extension of compulsory registration of title. The Bill was read a second time in the House of Lords on the 3rd of March, 1920, and on the motion of the Lord Chancellor was referred to a joint Lords and Commons Committee, which has reported in favour of the Bill subject to certain comparatively unimportant amendments. The Bill has been referred to, and is now under the consideration of, the Land Transfer Committee, who are considering it in detail with the object of advising the Council upon it. They have already, however, reported that they see grave objections to clause 170, and have recommended the Council to notify the various provincial Law Societies accordingly. The Council have adopted this report, and the provincial Law Societies have been so informed and are considering the Bill in detail. They were asked to report their views to the Council on or before the 15th of May. The Council felt that it would be unreasonable to ask for detailed views upon a Bill 257 pages in length before that date.

The Council applied to Viscount Haldane, who was chairman of the Joint Committee, for leave to give evidence, but were informed by his lordship that no evidence would be taken by the Committee, as ample opportunity would be available for moving amendments to the Bill in the various ordinary stages in the House of Lords and the House of Commons.

Solicitorships to Government Departments.—Towards the end of last year a public announcement was made that two barristers had been appointed respectively Solicitor and Assistant-Solicitor of the Ministry of Labour. The Council thereupon addressed to the Lord Chancellor an

urgent appeal that, as representing both branches of the profession, he should take steps to secure that only practising solicitors should be appointed to Government solicitorships. It was pointed out that already the Bar enjoyed a disproportionate share of Government patronage, and that ordinary justice demanded that appointments for which solicitors were exclusively qualified should be reserved exclusively for them.

The Lord Chancellor replied on 27th January, 1920, in a letter, of which the following is a copy:—"House of Lords, the 27th of January, 1920.—Sir.—I am directed by the Lord Chancellor to reply to your letter of the 22nd January. As the Law Society are aware, the duties performed by the solicitors to public offices extend, in many cases, to matters which are outside the scope of a solicitor properly so called, and which can be performed as well by a gentleman employed from the Bar as advising counsel as by a gentleman qualified by admission to the profession of solicitor. Further, certain of these offices as, for example, the solicitorship to the Treasury, have for many years been held by barristers and not by solicitors, and it does not appear to his Lordship that any useful purpose will now be served by considering any alteration in the present practice so far as it relates to those offices. There are other cases, such as those of the solicitorship to the Board of Trade and to the Post Office, which are commonly held by admitted solicitors, and the Lord Chancellor is not aware that any question arises of altering the practice in this respect. Even in the case of the Treasury Solicitor, the duties more commonly appertaining to the solicitors' branch of the profession are performed by the head of the Law Courts Branch who is, and, as the Lord Chancellor believes, has been ever since the establishment of that branch, an admitted solicitor. At the same time the Lord Chancellor feels considerable sympathy with the view expressed in your letter. It appears to him that it may well be contended that, so far as the duties performed by the official called solicitor comprise the duty of advising the department, the proper title for the office is that of legal adviser, and that where a barrister is appointed to such office his duties should be confined to that of giving legal advice to the department, while, on the other hand, if it is desired that a department should have in their exclusive employment a gentleman whose name can appear on the records, and who can in other respects perform the functions of a solicitor of the Supreme Court, that office should be conferred upon a solicitor. The Lord Chancellor is conscious that in recent years a custom such as that described in your letter has to some extent sprung up. His lordship is disposed to deprecate its further extension. He was not consulted before the appointment was made to the office of solicitor or assistant solicitor to the Ministry of Labour, though he has no doubt that the gentlemen respectively appointed to these offices were properly selected and are fitted to perform the duties required of them. He has directed me to communicate on the subject with the Ministry of Labour, and he proposes at a subsequent date to bring the matter generally before his colleagues.—I am, Sir, your obedient servant, CLAUD SCHUSTER, the Secretary, the Law Society."

Ministry of Justice.—Nothing has transpired during the year under review with regard to the appointment of a Minister of Justice, which was so strongly urged by the society and by the Machinery of Government Departmental Committee. Eloquent testimony to the necessity for such an appointment has been afforded by the circumstance that the orders necessary to secure a general increase in solicitors' costs involved communications with more than twenty different departments. The time occupied in this manner, and the tedious circumlocution and delay caused could have been entirely avoided had a Minister of Justice been in control. If so much delay is involved in procuring a slight change of remuneration, no surprise can be felt that reforms in the law and its administration remain to a large extent unconsidered.

Admission of Women to the Legal Profession.—In the last annual report it was stated that at a special general meeting of the society, held on 28th March, 1919, a resolution had been passed "that it was expedient that the then existing obstacles to the entry of women into the legal profession should be removed, and that a Bill which had been introduced for the purpose by Lord Buckmaster should be supported." Lord Buckmaster's Bill was eventually dropped in favour of a Bill which was introduced by the Government for the purpose of enabling women to hold any office, or to enter or carry on any civil profession or vocation. This Bill was passed into law on 23rd December, 1919, as the Sex Disqualification (Removal) Act, 1919. The Bill having passed, a question arose as to whether women, equally with men, were entitled to the exemptions granted by the Solicitors Act, 1860, and subsequent statutes from examinations and portions of the term of service under articles if they had taken a degree or had served for ten years or more in a solicitor's office before being articled. Section 2 of the Sex Disqualification (Removal) Act, 1919, provided that a woman should be entitled to be admitted a solicitor after serving under articles for three years only, if either she has taken such a university degree as would have entitled her had she been a man, or if she has been admitted to and passed the final examination and kept the period of residence necessary for the degree at any university which did not admit women to degrees. It was suggested that as the Legislature considered these provisions necessary, inferentially wider provisions would have been included in the Act had wider exemptions been contemplated. The Council, however, considered that the intention and effect of the Act is that wherever in the Solicitors' Acts or in any rules or Regulations made under them, the word "person" is used, it must be read as including women. They therefore gave instructions that the Secretary, in carrying out his duties as Deputy Registrar, shall assume that women are entitled to the same exemptions and concessions, and are subject to the

same obligations as by Statute or otherwise men have been entitled or subject to in the past.

Land Values Select Committee.—The House of Commons appointed a Committee to inquire into the incidence of the duties on land charged by the Finance (1909-10) Act, 1910. The Council were invited to tender evidence, and they nominated the President, Mr. W. Arthur Sharpe, the Vice-President, Mr. C. H. Morton, and Mr. Charles G. May, to give evidence on their behalf. Considerable time was devoted to the subject, and proofs of evidence were prepared and forwarded to the Committee. The witnesses received more than one very short notice as to the date on which they would be asked to attend. The Committee, however, seem to have had difficulty in deciding as to the effect of the terms of their reference, and ultimately were disbanded without having taken any evidence. The evidence prepared on behalf of the Society urged immediate repeal of the duties; and, with other evidence to a similar effect, was printed as an appendix to the Committee's Report in a Government White Paper. The Chancellor of the Exchequer, in his Budget speech, referred to this evidence, and stated that the Government had decided to repeal all but the Mineral Rights Duty. The Council feel entitled to recall the fact that in 1909 they strenuously opposed the imposition of the land duties. Had their views been regarded a huge expenditure would have been saved, much unnecessary and vexatious trouble and inconvenience would have been avoided, and much of the present shortage of housing accommodation would not have occurred.

Interest on Clients' Monies.—During the year the Council again were called upon to consider this question. They were asked by a firm of solicitors acting for a Trade Protection Society whether they were entitled themselves to retain interest on a floating bank balance arising out of money received on deposit from members of the Society for the conduct of litigation.

The Council expressed the opinion that solicitor should not retain interest received on money which does not belong to him.

Corporate Executors.—This subject has again come under consideration by the Council. Members are aware that probates and letters of administration cannot be granted direct to a Corporation, but must be granted to a syndic or nominee on its behalf.

The Council were asked to consider the desirability of supporting a request to the Legislature that Corporations should be empowered to accept a grant direct. Before they could come to any definite conclusion they ascertained that a clause had been included in the Law of Property Bill abolishing syndics. It became unnecessary therefore to pursue the matter further.

(To be continued.)

Practice in Criminal Appeals.

In the Court of Criminal Appeal, on Monday, says the *Times*, the Lord Chief Justice, in dismissing an application, said that he wished to draw attention to an increasing tendency on the part of applicants to repeat in their application, the grounds on which the judge had refused leave to appeal. A prisoner who wished to obtain leave to appeal filled up a Form, and in it he stated the grounds on which he based his application. That was considered by the judge. If it was refused, the prisoner was informed on Form 13, and was told that if he wished to appeal from the judge to the full court he should fill up Form 14, on which there was a special notice, that if he had any additional grounds he should put them on the Form, but that he should not repeat the grounds already stated.

Prisoners, instead of complying with that notice, very frequently repeated on Form 14 the grounds already set out. That practice was valueless, as the court always had the original Form before it, and he (his lordship) therefore wished to say that the only value of any subsequent statement, was when it contained grounds which were additional to those on the original Form.

Obituary.

Sir Adolphe Routhier.

The *Times* correspondent at Toronto, in a message dated 28th June, says:—Sir Adolphe Routhier, a judge of the Vice-Admiralty Court, Quebec, and author of the national song, "O! Canada," died at his summer home at St. Irenée-les-Bains.

The *Times* adds:—The Hon. Sir Adolphe Basile Routhier was born at St. Placide, Quebec, in 1839, and was educated at Laval University. He was called to the Quebec Bar in 1861, and on two occasions he contested Kamouraska as a Conservative, but each time was unsuccessful. Lord Dufferin created Mr. Routhier Q. C. in 1873.

He declined the Lieutenant-Governorship of the North-West Territories in 1897, but since that date he served as a judge in the Vice-Admiralty Court, Quebec. He was knighted by King George at his Coronation in 1911, and in 1915 was elected President of the Royal Society of Canada.

Sir Adolphe Routhier was also celebrated as a writer, his chief literary work being "A Travers l'Europe." He was regarded as a sound and painstaking judge, with a profound knowledge of the law.

Mr. J. D. Walker, K.C.

Mr. JAMES DOUGLAS WALKER, K.C., died on 24th ult., at 20, Queen's gate, in his eightieth year.

Mr. Douglas Walker, says the *Times*, was born in 1841 and educated at Rugby (School House) and University College, Oxford. He was called to the Bar by Lincoln's-inn in 1866, and some time afterwards he wrote a useful treatise on banking law, and he had, as a junior, a considerable practice in commercial cases. In 1889 he was elected, and a stuff gownsman, Bencher of his inn, and in 1913 served the office of treasurer.

In 1892 Mr. Walker unsuccessfully contested the Bridgwater Division of Somerset in the Gladstonian interest. He was also on the Commission of the Peace for that county. Later in the same year he took silk, but, owing to increasing deafness, retired from active practice shortly afterwards. He then pursued with great interest the study of the history of Lincoln's-inn, and, in consequence, was appointed by his fellow Benchers editor of "The Black Books" of the Inn. This work, in collaboration with the well-known antiquary, Mr. Pailey Baildon, of Lincoln's-inn, was duly published, and well received by the profession and others.

Mr. Douglas Walker was a member of Brooks and the Reform Club, of which latter he twice served as vice-chairman. He married, in 1871, Susan, youngest daughter of the late John Forster, of Malverley, Newbury, Berks., who survives him, as do his three sons and one daughter.

Mr. T. M. Witham.

A correspondent of the *Times* writes:—The death has occurred at Gray's-inn, of the last of the conveyancers under the Bar, THOMAS MAXWELL WITHAM. He came of an old Roman Catholic family, and belonged to a branch of the legal profession unknown to the rising generation. He was the senior student of Gray's-inn not called to the Bar, and practised as a conveyancer under the Bar, with the advantage of being able to take instructions direct from the lay client. Now that there is no necessity for secrecy as to place or person, it may be said that it was of him that the *Times*, in an article on "London under Zeppelins" in its issue of 18th October, 1915, said:—"One elderly gentleman, who was in the ground-floor rooms when the bomb exploded, and who was knocked over by the force of the explosion, picked himself up and made his way up the broken staircase to his bedroom on the floor above, and immediately went to bed, in spite of the fact that the glass of the windows and the shutters behind them in his bedroom, had been shattered by the force of this explosion."

But it was as a sportsman of accomplished skill that he was best known. As a skater he was well known at the Toxophilite grounds, and recognized in his day as the best English skater. He took to lawn tennis quite late in life, and when about fifty years of age could give Wilberforce, one of the rivals of the Renshaws, of Wimbledon fame, a strenuous game. As a game shot he was quick and deadly. But it was as a dry fly fisherman that he excelled. I have seen him stand on the bank of a river, with the branches of a tree but a few feet above his head, and cast a fly with unfailing accuracy under an overhanging bush on the opposite side of a wide river.

Legal News.

Appointments.

The Attorney-General has appointed Mr. WILFRID GUTCH to the post of Conveyancing Counsel to the Treasury, in the place of Mr. Ashworth James, resigned.

Mr. WILLIAM COURTHOPE WILSON, K.C., Mr. WALTER GREAVES-LORD, K.C., Mr. GEORGE DARELL KEOGH, Mr. BERNARD CAMPION, and Mr. HAROLD SMITH, M.P., have been elected Benchesers of the Honourable Society of Gray's Inn.

General.

The Vice-Chancellor of the University of Cambridge has appointed Mr. J. W. Morris, B.A., LL.B., Law Student of Trinity Hall, to hold the Choate Memorial Fellowship at Harvard University for a year.

Mr. Percy Ferdinand Wheeler, of New-square, Lincoln's Inn, W.C., the well-known Chancery barrister; son of the Rev. John Wheeler, left £250 to his faithful friend and clerk, and left estate of gross value £22,451.

A Reuter's message from Paris, dated 26th June, says:—Credits for the League of Nations, amounting to 769,000 francs (approximately £15,400) were passed after a statement by M. Millerand, who said that the Government was doing its utmost to ensure that the League of Nations should become an active force as soon as possible.

At the annual meeting of the Students' Society of the Institute of Chartered Accountants, on Wednesday night, Sir William Plender said that a large number of ex-Service men were seeking to enter the profession, and exemption from the preliminary examinations had been granted in 500 cases, and from the intermediate examinations in 670.

cases. It was not easy, he remarked, for men who had undergone the strain of war to settle down to steady and persistent work.

In the House of Commons, on 24th June, Mr. Lloyd George, in answer to Mr. Newbould, said: Germany will be invited to become a member of the League of Nations when she shows an earnest desire to carry out her obligations under the Peace Treaty. Mr. Newbould: Has not the right hon. gentleman already said that Germany does show an earnest desire to carry out her obligations?—Mr. Lloyd George: No, I have certainly not said anything of the kind. In regard to disarmament, I have a very strong feeling that she is not doing it.

In a written answer to Mr. Preston, the Chancellor of the Exchequer says: Claims for repayment of income tax are not spread evenly over the whole year, but are received in very great numbers during a limited period of time. During the period of pressure some delay is inevitable, but the steps which, as I announced last year, are being taken to decentralize the system will result in accelerating repayment. It is not anticipated that the provisions of the Finance Bill will entail any increase in the work of repayment.

At the Central Criminal Court, on 24th June, a juryman, a Jew, intimated that he was unable to read. In reply to the Recorder, he said he had already served on a jury. The Recorder pointed out that it was very inconvenient to have a juror who could not read, as he might be called on in the course of a case to examine documents. He suggested that in future it should be notified at the beginning of the sessions that any juryman who was unable to read should communicate the fact to the court, so that he might not be called upon to serve.

The *Times* correspondent at Brussels, in a message dated 30th June, says:—The Senate has adopted by 70 votes to 21 the Bill, already passed by the Chamber, providing for the imposition of a special tax upon excess profits made in the period from 1919 to 1923 inclusive. Excess profits are defined by the Bill as all profits above twice the sum obtained in 1913. The tax varies between 10 and 50 per cent, according to the amount of the profits. A manufacturer who has made 600,000f. (approximately £13,400) in excess of twice his 1913 profits will have to pay 300,000f.

At Leicester Sessions, on Tuesday, says the *Times*, Sir Samuel Waring, of Gopsall Hall, Leicester, appealed against his conviction by the Market Bosworth justices on nine summonses for failing to comply with the orders of the local War Agricultural Executive Committee as to the cultivation of certain farms on the estate, entailing fines amounting to £450. Two of the summonses affecting cultivation of fields on the home farm were first dealt with, and the court deciding that there had been no wilful negligence, allowed the appeal on both summonses with costs against the Agricultural Committee. By consent the appeals were allowed on the other summonses without costs. Mr. Hooley, K.C., counsel for Sir Samuel Waring, said that he would not enforce any costs on the appeals. His only desire was to act in co-operation with the authorities.

Judgment, says the *Times*, was delivered by Judge Rowlands in a colliery test case at the Merthyr County Court last Saturday. The plaintiffs were Lloyd Price and David John Evans, underground labourers, who were asked on 25th February to do some surface work. They declined to do the work, contending that the employers were acting beyond their rights, and they were sent home. They now claimed for the loss of one day's wages from Messrs. Guest, Keen, & Nettlefold (Limited). Judge Rowlands found that the company was not justified in sending these men back, and accordingly must pay their wages. He was of opinion that the emergency arising for the substitution of the labour of the two plaintiffs could not, in the legal sense of the term, be regarded as reasonable, and that it was largely of the employers' own creating. He could not help thinking that if both sides had been a little more reasonable those contentions would not have arisen.

Over twenty years ago the Lord Chancellor, when Mr. F. E. Smith, wrote a volume entitled "The Story of Newfoundland," which was published by Messrs. Horace Marshall & Son. This book has long been out of print, and Lord Birkenhead, in response to requests by friends in Newfoundland and elsewhere, has recently prepared a new and enlarged edition, which brings this popular history up to date. In his preface, Lord Birkenhead says: "I shall be well rewarded for any trouble I have taken if it is recognized by my friends in Newfoundland that the reproduction of this little book places on record an admiration for, and an interest in, our oldest Colony which has endured for considerably more than twenty-one years." The book will be published immediately by Messrs. Horace Marshall & Son.

MESSRS. GEO. TROLLOP & SONS have sold by private treaty the freehold properties 63, 65½, York-street, and 7-12, Vandon-street, Westminster, covering an area of about 13,000 ft. super.

July 3, 1920

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			Mr. Justice SARGENT
	EMERGENCY ROTA.	APPEAL COURT NO. 1.	Mr. Justice EVANS	
Monday, July 5	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Goldschmidt
Tuesday	6 Jolly	Farmer	Church	Leach
Wednesday ..	7 Syng	Jolly	Farmer	Church
Thursday	8 Bixam	Syng	Jolly	Farmer
Friday	9 Borrer	Bixam	Syng	Jolly
Saturday	10 Goldschmidt	Borrer	Bixam	Syng

Date.	Mr. Justice ASTBURY	Mr. Justice PETERSON	Mr. Justice P. O. LAWRENCE	Mr. Justice RUSSELL
Monday, July 5	Mr. Bixam	Mr. Jolly	Mr. Borrer	Mr. Syng
Tuesday	6 Borrer	Syng	Goldschmidt	Bixam
Wednesday ..	7 Goldschmidt	Bixam	Leach	Borrer
Thursday	8 Leach	Borrer	Church	Goldschmidt
Friday	9 Church	Goldschmidt	Farmer	Leach
Saturday	10 Farmer	Leach	Jolly	Church

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, June 22.

CROWN RING MILL, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Roberts, Lord Irwell-ter, Bacup, liquidator.

MONARCH MILL, LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Berry, 27, Union-st., Oldham, liquidator.

TROW MILL CO., LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Ernest James Woostenholme, 38, Yorkshire-st., Rochdale, liquidator.

JENKINSON SPINNING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to John Lindley, 35, Vernay-rd., Royton, liquidator.

BROADSTONE SPINNING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harrap Marshall, 18, Union-rd., Stockport, liquidator.

VERSON COTTON SPINNING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harrap Marshall, 18, Union-rd., Stockport, liquidator.

RICHARD KAY & BROTHER, LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harrap Marshall, 18, Union-rd., Stockport, liquidator.

BISHOPFIELD COTTON SPINNING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Frederick Vaughan, Lloyds Bank-bldgs., King-st., Manchester, liquidator.

B. DIXON & SONS, LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Charles H. Cooper, 4, Chapel-walks, Manchester, liquidator.

BALT RING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Archibald Yearsley, 27, Braenose-st., Manchester, liquidator.

HORNBY VICTORIA SPINNING MILLS CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Wilfrid Cecil Brierley, 48, Union-st., Oldham, liquidator.

HESSEY MILL, LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Stott Thornton, 202, Waterloo-st., Oldham, liquidator.

BROST MILL, LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Alfred Buckley, 61, Thompson-st., Chadderton, liquidator.

OAK SPINNING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Hague, Retiro-chmbs., Waterloo-st., Oldham, liquidator.

GAMOS MILL CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Hague, Retiro-chmbs., Waterloo-st., Oldham, liquidator.

BUTT TOP SPINNING & MANUFACTURING CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Hague, Retiro-chmbs., Waterloo-st., Oldham, liquidator.

HORNBY MILL CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Hague, Retiro-chmbs., Waterloo-st., Oldham, liquidator.

LAW UNION MILL CO., LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Harold Hague, Retiro-chmbs., Waterloo-st., Oldham, liquidator.

GEORGE H. ALEXANDER ENGINEERING CO., LTD.—Creditors are required, on or before Aug. 19, to send in their names and addresses, and the particulars of their debts or claims, to Edward Booley, 129, Colmore-row, Birmingham, liquidator.

BROWN HUMBLE ESTATE, LTD.—Creditors are required, on or before Sept. 27, to send in their names and addresses, and the particulars of their debts or claims, to Walter Herbert Priestley, 23, Austin-friars, liquidator.

BAMFORTH WOODCRAFTS, LTD.—Creditors are required, on or before July 28, to send in their names and addresses, with particulars of their debts or claims, to Leslie D. Malpas, 52, Old Christchurch-rd., Bournemouth, liquidator.

LAWDCORD COLLIERIES, LTD.—Creditors are required, on or before July 1, to send in their names and addresses, and the particulars of their debts or claims, to Ernest Henry Charles Roke & Barrow Dennett Holroyd, 5 and 6, Great Warwick-st., liquidators.

London Gazette.—FRIDAY, June 25.

BARTFORD MILL (OLDHAM), LTD.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Lyophil Partington, 110, Green-lane, Garden Suburb, Oldham, liquidator.

MANACOL, LTD.—Creditors are required, on or before July 29, to send in their names and addresses, and the names and addresses of their solicitors, to Lionel Henry Leman, 7, King-st., Cheshire, liquidator.

NATIONAL LIABILITY CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 30, to send in their names and addresses, and the particulars of their debts or claims, to John A. Livingstone, 10, Grange-rd., West, Jarrold, liquidator.

L. J. ARDELL & CO., LTD.—Creditors are required, on or before June 30, to send in their names and addresses, and particulars of their debts or claims, to James Ellwood Ramsdale, 31, Spring-gdns., Manchester, liquidator.

PHOTO & EGYPTIAN GEMS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 20, to send in their names and addresses, and par-

NEW ANNUITY RATES.

The attention of Solicitors is called to the newly revised and highly favourable rates for Annuities now offered by the CENTURY.

Correspondence Invited.

SPECIMEN RATES. ANNUITY PAYABLE HALF-YEARLY.

Age not less than	For each £100 of Purchase Money.	
	Females.	Males.
60	£8 10 6	£9 9 10
65	9 18 6	11 2 10
70	11 19 10	13 8 6

"A strong, well-managed concern."—*Financial Times*."One of the most conspicuously prosperous Offices of the present generation."—*Insurance News*."One of the best-managed Insurance Companies in Great Britain."—*Impressions*."Originality and enterprise have marked the operations of the CENTURY throughout its career."—*Post Magazine*.

CENTURY INSURANCE COMPANY LIMITED.

London Office: 27, Queen Victoria Street, E.C. 4.

HEAD OFFICE: 18, CHARLOTTE SQUARE, EDINBURGH.

particulars of their debts or claims, to Warwick W. Clarke, 35, New Broad-st., liquidator.

PARKER LOAD & CO., LTD.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Stanley Langard, 10, Marsden-st., Manchester, liquidator.

BELL GRAPHITE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept. 25, to send their names and addresses, and the particulars of their debts or claims, to Edward Tappridge, 4, Coleman-st., liquidator.

TWEEDDALES & SMALLEY, LTD.—Creditors are required, on or before Aug. 7, to send their names and addresses, and the particulars of their debts or claims, to Frederick Abraham Verity, 492, Manchester-rd., Rochdale, liquidator.

ROPSIDE & SONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 5, to send their names and addresses, and the particulars of their debts or claims, to Herbert Salisbury Square, 36, John-st., Sunderland, liquidator.

RICHARD TAYLOR (ORMSKIRK), LTD.—Creditors are required, on or before July 3, to send in their names and addresses, and full particulars of their debts or claims, to Ernest William Warlow, 54, Derby-st., Ormskirk, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, June 11.

Addison Social Club, Ltd.

Bute Docks Rubber Co., Ltd.

Holmested & Blake, Ltd.

Little, Ltd.

Govett, Ltd.

Manacol, Ltd.

Circumloc Farmers' Co-operative Society, Ltd.

Shawlowthorpe Mill Co., Ltd.

Longlands Mill Co., Ltd.

T. J. Fletcher, Ltd.

Samuel Molerie & Sons, Ltd.

Surrey Electrical Co., Ltd.

London Gazette.—TUESDAY, June 15.

Barker & Ashworth, Ltd.

Mann & Candish, Ltd.

Mount Ozone Mines, Ltd.

Cowling Spinning Co., Ltd.

Stansted Central Hall Co., Ltd.

Crescent Manufacturing Co., Ltd.

Orme Ring Mill, Ltd.

Great Harwood Commercial Co., Ltd.

Murex Co., Ltd.

Mars Mill, Ltd.

W. S. Shuker Clock Manufacturing Co., Ltd.

Kens, Ltd.

Cape Pioneers, Ltd.

London Gazette.—FRIDAY, June 18.

Telephone Manufacturing Co., Ltd.

Sandhurst Manufacturing Co., Ltd.

Alwick Foundry & Engineering Co., Ltd.

Bamford & Brierley, Ltd.

Moore & Hanson, Ltd.

Brixton Palladium, Ltd.

Llywodden Collieries, Ltd.

Admiral Fishing Co., Ltd.
Dreadnought Fishing Co., Ltd.
Windsor Electric Theatre, Ltd.
Agricultural Tractors (United Kingdom), Ltd.
W. H. Club, Ltd.
S. M. B. Manufacturing Co., Ltd.
Holborn Co., Ltd.
Kinetic Co., Ltd.
W. J. Jones & Co., Ltd.
Watford Corn Exchange and Town Improvement Co.

James Keeves & Sons, Ltd.
Shepheard Liberal Club Co., Ltd.
Kansas Oil Syndicate, Ltd.
South-East Durham Animated Pictures Ltd.
Central Manufacturing (Birmingham) Co., Ltd.
Cockrell & Harwood, Ltd.
Grown Lockstitch Manufacturing Co., Ltd.
Exchange Steamship Co. (Cardiff), Ltd.

DOUGLAS, STAFFORD EDMUND, Exeter. July 29. Rye & Eyre, 13, Golden-sq.
DURBELL, GEORGE, Aylsham, Farmer. July 25. Pardy & Holley, Aylsham, Norfolk.
ELKINS, SAMUEL, Sharnbrook, Bedford. July 3. Sharman & Trethewy, Bedford.
ELSE, TABITHA ANN, Matlock. July 20. Smith, Smith & Fielding, Sheffield.
ENGLISH, THOMAS JOHNSTON, Gilston-rd. The Boltons, Doctor of Medicine. July 21.
GAY, MURIEL MARGARET, Ross-on-Wye, Hereford. July 17. Charles Wilmot & Co., 7, New-st.
GLENN, THOMAS HENRY, Brighton. Aug. 2. C. Burt Brill, Brighton.
HAMMOND, THOMAS, Crigglestone, near Wakefield, Common Brewer. July 19. W. Townsend, Wakefield.
HARROD, TOM, Blackpool, Architect. July 24. Fredk. Hamer, Ashton-under-Lyne.
HENDERSON, ANNABELLA, Wymondham. July 31. Thompsons, Quarrell & Jones, 2, East India-av.

Eastern Counties Drug Co., Ltd.
Foulridge New Shed Co., Ltd.
Sungei Tiga (Sumatra) Rubber Estate, Ltd.
Palace Roller Skating Co. (Barnoldswick), Ltd.
R. J. Dubois & Co., Ltd.
Alexandria Cotton Co., Ltd.
George Watkinson & Sons, Ltd.
Tweedales & Smalley, Ltd.
Jackson, Davis & Co., Ltd.
George H. Alexander Engineering Co., Ltd.
Anchor Steam Tug Co., Ltd.
Whitehalls Picture House (Morecambe), Ltd.

Thomas Dick & Co., Ltd.
Theatre Royal Co. (Manchester), Ltd.
George Corner & Co., Ltd.
United Kingdom Dental Manufacturing Co., Ltd.
Crawford's Trawlers, Ltd.
North White Feather Gold Mines, Ltd.
McCulloch Land Co., Ltd.
Norman Johnson & Co., Ltd.
Broad Mills, Ltd.
John Leigh & Co., Oldham (1920), Ltd.
Scarborough Cliff Bridge Co.
Chilworth Gunpowder Co., Ltd.
National Liability Co., Ltd.

HOAR, CHARLES, Hastings. July 19. Elliott & Harding, Hastings.
HORRISON, LLEWELLYN, Wimbledon. July 24. Ernest Bevin & Son, Temple.
JACKSON, DAVID, Blaxton, near Doncaster. July 19. Atkinson & Sons, Doncaster.
KIDSTON, RICHARD LOGAN, Bromyard, Shipowner. July 31. Brooks, Jenkins & Co., Doctors' Commons.
LEES, EDWIN, Warley, Halifax. Aug. 2. W. H. Boocock & Son, Halifax.
LEVICK, JANE ELEANOR, Paignton. July 16. Smith & Kenny, Torquay.
LINGE, FREDERICK WILLIAM, Eastbourne. July 31. Woolley, Tyler & Bury, 5 and 6, Clement's inn.
LINGARD, GEORGE ALEXANDER ROWSON, Manchester. July 31. Parkinson, Slack & Needham, Manchester.
MARES, SAMUEL ALEXANDER, Rock Ferry, University Student. July 31. W. & R. Hodge & Halsall, Southport.
MILLS, HULDRED JANE, Brighton. July 26. J. K. Nye & Donne, Brighton.
MORETON, ALFRED, Coven Heath, Staffs. July 16. Norman M. Bates, Wolverhampton.

Whittington Gas Light & Coke Co., Ltd.
Hopwood Mills, Ltd.
Albert New Mill Co., Ltd.
Nigerian Products, Ltd.
British Gauge Manufacturers' Association, Ltd.
W. Spence, Ltd.
New York Taxicab Co., Ltd.
Peridot & Egyptian Gems, Ltd.
Miller, Wolfsen & Co., Ltd.
General Ocean Express Co., Ltd.
Darling & Son, Ltd.
Tannah Gemco Rubber Estates, Ltd.
Gleddon, Ltd.
Whitworth Engineering Co., Ltd.
E. E. Soeurs & Son, Ltd.
Billeriay Development Co., Ltd.
Dri-Shot Boot Co., Ltd.
E. J. Abdela & Co., Ltd.
Somercotes and District Market Co., Ltd.

London and Middlesex Freehold Estates Co., Ltd.
Croydon & District Ice Co., Ltd.
W. K. Morton & Sons, Ltd.
Bekoh Rubber Estates, Ltd.
Bujong Rubber Estate, Ltd.
Richard Taylor (Ormskirk), Ltd.
Barry Dock Newspaper and Printing Co., Ltd.
Emsworth Proprietary Hall Association, Ltd.
Winsford Town and Market Hall Co., Ltd.
Empire Theatre (Heywood), Ltd.
Paignton Public Hall Co., Ltd.
Jewes Kassner & Co., Ltd.
Multi-Color Dyers, Ltd.
F. J. Woods & Co., Ltd.
Hanley Liberal Club Co., Ltd.
James Hangreaves & Sons (Leeds), Ltd.
Rotsphere Co., Ltd.
Orion Film Co., Ltd.
Brushfield Manufacturing Co., Ltd.
Elliot, Ltd.

ODDY, JOHN EDWARD, Armley, Leeds. Aug. 1. Jas. Bogle Smith, Leeds.
ODDY, EMMA, Ardsley, Leeds. Aug. 1. Jas. Bogle Smith, Leeds.
PAYNE, LEONARD ALLAN, Fulborough. July 20. C. Whately Bowring, Southsea.
PEPPER, ELIZA JANE, Scarborough. July 30. Medley, Drawbridge & Co., Scarborough.
POWELL, CAROLINE ELIZA, Hampstead. July 24. Trower, Still, Parkin & Keeling, 5, New-st.
ROSS, JOHN PERCY, Ealing. July 17. Dowsons & Sankey, Adelphi.
ROTC, MARK HUBBARD, Pendleton, Commercial Traveller. July 31. T. A. Needham, Manchester.
SMITH, JOHN, Halifax, Clogger. July 18. Lewis I. Dey, Halifax.
SUMNER, JOHN, Ormskirk, Joiner. July 17. Brighouse Jones & Co., Ormskirk.
TODD, ROBERT FORSTER, Gateshead, Agent. July 19. J. J. Sutherland, Gateshead.
TODD, ALFRED, Savile-row, Woolen Merchant. July 23. Wansey, Stammers & Co., 32, Coleman-st.
TURNBULL, DAVID BOWELL, St. Leonards. July 21. Pettiver & Pearkes, 21, College Hill.
TURNER, EMMA, Brockhurst, Hants. July 23. Walter A. Jennings, 132, Kentish Town-rd.
UNSWORTH, DORA, Streatham. July 22. W. Wilberforce Jackson, Croydon.
WALTERS, WILLIAM, Bournemouth. July 12. Allen & Son, Soho-sq.
WHITE, CLARA ALICIA, Putney. July 22. Child & Child, 13, Sloane-st.
WILBER, FANNY ELIZABETH, Harrow. July 19. Alexander Eddy, 35, Parliament-st.
WILLIS, PATRICK DALRYMPLE, Waddon, Norfolk. July 15. Madison, Stirling & Humm, 13, Old Jewry-chmrs.
WILLSON, ANN, Bournemouth. July 8. T. Mark Sherrin, Bournemouth.
WRIGHT, GEORGE, Bedford. July 16. C. C. Bell & Son, Bedford.
WRIGHT, ELLEN, Wavertree, Liverpool. July 12. Edgar Hosking, Liverpool.
WINN, AGNES, New Brighton. July 12. Edgar Hosking, Liverpool.

London Gazette.—TUESDAY, June 29.

Atallah Ltd.
P. G. Burton & Co., Ltd.
Co-operative Care, Ltd.
Pendleton Radiator Co., Ltd.
Prestige Laundry Co., Ltd.
Templehouse Steam & General Laundry Co., Ltd.
Gartell Film Co., Ltd.
Italian Art Association, Ltd.
North Bunney China Clay Co., Ltd.
T. & H. Richmond, Ltd.
Togo Spinning Co., Ltd.
Hunt & Son, Ltd.

Bathgate Brick and Pipe Co., Ltd.
J. W. Roberts, Ltd.
Burma Queensland Corporation, Ltd.
Belgrave Mansions Co., Ltd.
Griffin Motor and Cycle Manufacturing Co., Ltd.
Prest. Spinning & Manufacturing Co., Ltd.
Barry Market Co., Ltd.
Patey & Co., Ltd.
Copster Mill Co., Ltd.
Dover Aircraft Ventures, Ltd.
Burmash Solid Petroleum Fuel Co., Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 25.

MIEHS, REGINALD HANCBY, St. James' House, Plymouth. July 17. Gurney v. Murielle and Others. P. O. Lawrence, J. James Lewis Wolferstan, 5, Princess-sq., Plymouth.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 18.

BELL, ELIANOR, Whitehaven. July 20. Howson, Dickinson & Mason, Whitehaven.
BELL, SARAH ANN, Klin Pit Hill, Northumberland. July 21. Robert Brown & Son, Newcastle-upon-Tyne.
BESON, THOMAS, St. Margaret's-at-Cliffe. July 23. Mowll & Mowll, Dover.
BROOK, JOHN, Bradford, Wool Merchant. July 31. Morgan, Wright, Horner, Sampson & Wood, Bradford.
BUTCHER, WILLIAM, South Shore, Blackpool. Aug. 11. Arthur Parker, South Shore, Blackpool.
CAMPBELL, MARY, Queen's Gate-gdns., South Kensington. July 26. Ramsden, Sykes & Ramsden, Huddersfield.
CARMICHAEL, JANET STEWART, Gosforth. July 2. W. Sutton, Newcastle-upon-Tyne.
CHAPPAWAY, SALOME BLANCHE, Newquay. June 28. Edgar Hosking, Liverpool.
CLAGG, NOVILLE, Altringham. Aug. 1. Cobbett, Wheeler & Cobbett, Manchester.
COOKE, JOHN YEOMAN CHASE, Homerton. July 19. Hy. E. Homan, 31, Queen Victoria-st.
COSTAIN, EDWARD BELL, Leytonstone. July 26. Durrant, Cooper & Hambling, 70-71, Greenwich-st.
CUNLIFFE, GORDON, Welwyn, Herts. July 17. Charles Wilmot & Co., 7, New-st.
DALTON, ARTHUR JAMES, Barnes. July 21. Alfred Howard, St. Margaret's-on-Thames.
DANIELL, JAMES LE GAY, Bath. July 23. Slaughter & May, 18, Austin-friars.
DICKINSON, REGINALD HERBERT, West Hampstead. Aug. 1. Thos. H. Goodwin, 14-15, Coleman-st.
DISTIN, ALFRED LEWIS GOODMAN, Hammersmith. Aug. 15. Andrew, Wood, Purves & Sutton, 8 and 9, Great James-st.

THE HOSPITAL FOR SICK CHILDREN, GREAT ORMOND STREET, LONDON, W.C. 1.

ENGLAND'S GREATEST ASSET IS HER CHILDREN.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond Street, London, W.C. 1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling, while the birthrate is slowly but surely declining.

FOR over 60 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£15,000 has to be raised immediately to keep the Hospital out of debt.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES MCKAY, Acting Secretary.

July 3, 1920

THE SOLICITORS' JOURNAL & WEEKLY REPORTER [Vol. 64.] 625

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 22.

BIBBY, SARAH, Cambridge-ter., London. July 12. Ballantyne, Clifford & Co., Billiter-st.

BRIDGES, EDWARD, Silton, Dorset. July 18. Lawrence, Graham & Co., 6, New-sq., Lincoln's Inn.

BUFFHAM, REUBEN, North Shields. July 26. Brown & Holliday, North Shields.

CADMAN, JAMES HENRY, Oakengates. July 31. Dean & Espley, Wellington, Salop.

CARRINGTON, MARIA LOUISA, Elderfield-rd., Clapton Park. July 19. Syrett & Sons, 48, Finsbury-pavement.

COLE, SAMUEL NALSON, Somerset, Farmer. July 19. Fox, Whittuck, Pitt & Elwell, Bristol.

DAVISON, ANNA, Poole. July 31. Mount Sterry & Wheeler, 24, Martin-lane, Cudbey-st.

DUNN, RICHARD, Horne Hill-rd., Herne Hill. July 19. Dawes & Sons, 2, Birchill-lane.

EDGAR, THOMAS HAMILTON, Lisburn, Antrim, Ireland. Pharmaceutical Chemist. Aug. 2. Joseph Allen, 16, Bow-st., Lisburn.

EDWARDS, THOMAS, South Woodford. July 30. Boxall & Boxall, 22, Chancery-lane.

EDWARDS, ELIZABETH MARY JANE, Knutsford. July 30. Farrar & Co., Manchester.

FOULKS, SAMIA, Moss Side, Manchester. July 23. Briggs & Whitworth, Manchester.

FRANCIS, HERBERT ARTHUR LLEWELLYN, Kevingham, Yorks, Farmer. July 29. England, Sætbyes & Sharp, Hull.

GILLIES, ALEXANDER, Blackpool, General Draper. July 16. T. Wylie Kay, Blackpool.

GRAY, ROBERT ATKMAN, Blackburn, Physician. July 17. Radcliffe & Higgins, Blackburn.

HEATHERINGTON, MARY ELEANOR, Waterloo, Lancs. July 31. Gill, Archer, Maples & Dus, Liverpool.

HILL, THOMAS BILMAN, Strood Green. July 31. John H. Mote & Son, 11, Gray's Inn-sq.

HOOKE, JOHN, Uxbridge, Medical Practitioner. July 24. Radford & Frankland, 27, Chancery-lane.

HORROCKS, FREDERICK, Ardwick, Manchester, Tailor. July 10. Weston, Grover & Less, Manchester.

KITCHEN, WILFRED, Lymington, Painter. July 8. Heppenstall & Clark, Lymington.

LAW, EBENEZER, Woodborough, Wilts. Aug. 16. Dixon & Mason, Pownay, Wilts.

LITTLE, JOHN WILLIAM, Balass Heath, Birmingham, Wholesale Fruiterer. July 31. Perry, Son & Richards, Birmingham.

MAAS, ISIDORE ISIDOR, Morshed-nd., Paddington. July 25. Lidiard & Perowne, 7, Great James-st., Bedford-row.

MARTINANT, ARCHIBALD AUGUSTUS, Bombay, India. Aug. 18. Andrew, Wood, Purves & Sutton, 8 and 9, Great James-st.

MARSHALL, ALBERT GEORGE, Bradford, Machinery Merchant. July 19. H. M. Dawson, Bradford.

MASON, EDWARD KING, Edgbaston, Birmingham. July 31. Perry, Son & Richards, Birmingham.

MATTHEWS, JOHN, Ringstead, Norfolk, Farmer. July 29. Butcher & Andrews, Fakenham, Norfolk.

MILLARD, FRANK, Smithfield, Wholesale Provision Merchant. July 31. Dennison, Horrocks & Co., 55, Gracechurch-st.

OWEN, JAMES CECIL, Stockport, Solicitor. July 31. H. Oliver, Llandrindod Wells.

PEARS SIR EDWIN, Bournemouth. Sept. 6. R. E. F. Lander, 8, Serjeants' inn.

RAWLINGS, JOSEPH KING, Ventnor, I. of W. Sept. 1. Urry, Woods & Pethick, Ventnor.

ROBERTSON, MARY ISABELLE, Folkestone. July 30. Boss, Bretherton & Murton-Neale, Tunbridge Wells.

SUTTON, JOHN EDWARD, Bradford, Assistant Gas Works Manager. July 12. Farrar, Stead, Walker & Cockcroft, Bradford.

TEBBITT, FRANK, St. John's Wood-nd. July 24. W. E. Singleton, 37, Essex-st.

TERRY, MABEL ADELINA, Margate. July 3. T. Ottawa, 9, Albans.

THOMLINSON, MARY ELIZABETH, Blackpool. July 1. H. Arthur Pickup, Blackpool.

THOMLINSON, THOMAS, Blackpool. July 1. H. Arthur Pickup, Blackpool.

TOZZI, GIOVANNI, Lower Marsh, Lambeth, Caterer. July 31. Arthur C. Giles, 166, Lambeth-nd.

TRAPP, JOHN HENRY, Beer, Devon. July 24. Robert Moscrop, 17, Water-lane, Great Tower-st.

WELLS, LADY LOUISA, North Audley-st. July 20. Frere, Cholmeley & Co., 28, Lincoln's Inn-fields.

WILLIAMS, JAMES, Gloucester, Poulterer. July 17. Jones, Blakeway & Jones.

WINE, GEORGE, Westbury-upon-Trym, Bristol. Aug. 6. Gwynn, Onslow & Soars, Bristol.

London Gazette.—FRIDAY, June 25.

WINDEN, LIZZIE, Accrington. July 21. Douglas Houstoun, Duchy of Lancaster Office, London.

ATKINSON, LEWIS, Higher Broughton, Manchester. July 26. Hockin, Beekton & Hockin, Manchester.

AUSTIN, LAURA CHRISTIANA, Bromley. July 21. Kingsford, Dorman & Co., 23, Essex-st., Strand.

BARNES, FRANCIS EDWARD, Roigate. July 31. Mole, Hosling & Vernon, Reigate.

BATTING, CHARLES, Birmingham. July 24. Huggins & Williams, Birmingham.

BENTLEY, RICHARD, Market Drayton, Salop. July 9. Warren, Upton & Garside, Market Drayton.

BIRCHALL, EDWARD FRANK, Peking, China. July 24. Charles Russell & Co., 37, Norfolk-st., Strand.

BOULDERSON, ARTHUR, Ayleham, Norfolk. July 22. B. H. Vores, East Dereham.

BRADLEY, DAVID, Waterloo, Lancs. July 24. W. T. Husband & Son, Liverpool.

BRIGGS, JOSEPH, Birmingham, Fish Salesman. July 31. R. L. Holt, Birmingham.

BROWN, JOHN, Otaki, Wellington, New Zealand, Farmer. July 12. Burnham, Son & Lewis, Wellingborough.

BROWN, SAMUEL, Leicester, Railway Timekeeper. July 31. H. Chas. Mansfield, Leicester.

CARROLL, JEMIMA ANN, Stourheath, Plymouth, Furniture Dealer. Aug. 2. Roderick Porter, Plymouth.

CLARKS, JOHN THOMAS, Givson, Leicester. Sept. 29. Wright, Son & Aysom, Leicester.

CHINNELL, ELIASMITH, JIFFY, July 23. Robert Brown & Son, Newcastle-upon-Tyne.

COTTERHAM, KENNETH CHARLES EDWARD, Earl of. July 13. Gadsden & Pennefather, 28, Bedford-row.

CRANE, ETHELRED WILLIAM, Blackheath, Kent. Aug. 3. Leslie, Hardy & Trehearne, 17, Bedford-row.

DAY, FRANK, St. Neots, Hunts, Brewer. July 23. Wade, Gery & Brackenbury, St. Neots, Hunts.

DANCO, LOUISA, Wedmore, Somerset. Aug. 1. Burrough & Crowder, Wedmore.

DAVIS, GEORGE, Bridlington, Yorks. Aug. 2. G. Laycock Brown, York.

DEWTON, WALTER, Halifax, House Furnisher. Aug. 7. Jubb, Booth & Hollwell, Halifax.

DEOGAN, JAMES WILLIAM FREDERICK, Liverpool. July 29. W. Holland Owen, Liverpool.

ELLI, HESTER ANN, Matlock. July 29. Smith, Smith & Fielding, Sheffield.

FRIMAY, FRANCIS, Crouch Hill. July 31. Beaumont & Son, 66, Gresham House, Old Broad-st.

GARDNER, JAMES, Oxford-st., Naturalist. July 31. Winter, Bothamley, Wood & Murray, 16, Bedford-row.

GARVIE, CHARLES ANDREW, Richmond, Author. Aug. 17. Toller, Oerton & Baines, Barnstaple.

THE NEW POOR.

The hardest hit class are the people whose income is derived solely from Investment. What meant comfort in pre-war days now means a struggle to make ends meet.

Many have found a way out of the difficulty by exchanging investments which brought them poor return, for an Annuity which gives them a larger and a safer and fixed income for life. One man, a retired Solicitor, whose income became quite insufficient for his needs realised his former investments and purchased an Annuity from the Sun Life of Canada, which more than doubled the old income. His age at the time of making the change was 69, and for each £1,000 he gets £133 7s. per annum. He is thoroughly content and now faces the heavy taxation and the increased cost of living with equanimity.

The Sun Life of Canada issue Annuities at all ages and for any amounts, to both men and women. They can cover single lives or the lives of two or three or indeed any number. There are also deferred Annuities where a man can forego immediate advantage from his capital, for the sake of a greatly increased return in the years when he is unable to earn his own living.

The Sun Life Assurance Company of Canada was incorporated in 1865. Its record is one of continual progress. In 1914 its assets were valued at over £13,000,000, to-day they reach a total of £23,000,000. These valuations have been made on a most conservative basis. Being a Canadian Company its affairs come under stricter Government supervision than is exercised over any English Company, the Canadian laws on Life Assurance are very much more stringent than those operating in the British Isles. This is all to the benefit of those who have dealings with the Sun Life of Canada. It eliminates risk, it gives the Policy holders and Annuitants what is practically a Government guarantee.

Full details of very interesting and profitable methods of dealing with capital will be sent on application to:—

J. F. Junkin (Manager), Sun Life of Canada,
Canada House, Norfolk Street, W.C. 2.

GORDON, PHILIP CECIL HARROUD, St. Helier, Jersey. July 23. Dowsons & Sankey, 18, Adam-st., Adelphi.

HOLL, ROBERT GEORGE AUGUSTE, Fecamp, Seine Inferieure, France. July 25. Murray, Hutchins & Co., 11, Birchill-lane.

HOLME, REV. HENRY FORBES, St. David's-hill, Exeter. July 24. James & Snow, Exeter.

KING, JOHN, Shepherdswell, Kent. July 29. Mowll & Mowll, Dover.

KIRBY, OSCAR JOHN, Batley, Yorks, Civil Engineer. July 31. J. H. Craik, Batley.

KIRBY, HARRIET, Batley, Yorks. July 31. J. H. Craik, Batley.

LEE, SAM, Moscow. July 21. Stevens, Miller & Jones, Norwich.

LINTON, THOMAS, Sunderland, Gardener. June 29. Rich, R. Crute, Sunderland.

MILL, WILLIAM HENRY, Swansea. July 9. Gee & Edwards, Swansea.

MORRIS, JOHN HENRY, Dover, Kent. July 31. Holt, Beever & Crowley, 1, Southamptons-st., Bloomsbury.

MORRIS, MARY ANN, Soho, Cambridge, Bootmaker. July 25. Bendall & Sons, Newmarket.

NEWINGTON, MATILDA MARGARET, July 20. Mrs. Jas. Hudson, Hoyle.

NORRIS, ROWLAND JAMES, Dean, Wilts, Farmer. July 10. Nodder & Trethowan, Salisbury.

NORRINGTON, ELIZABETH SPENCER, Sheerness. July 17. Jas. Copland & Son, Sheerness.

NOSSITER, SIDNEY VALENTINE, Clarence Gate-gdns, Regent's Park. July 26. Theodore Goddard & Co., 10, Serjeants'-inn, Temple.

NOTTS, ELLEN HAIGHTON, Queen-st., Bloomsbury. July 20. Arnold, Chadwick, Fooks & Co., 60, Carey-st., Lincoln's Inn.

OLIVE, WILLIAM HENRY, Southampton, General Dealer. Aug. 4. Waller, Thornback & McQuarrah, Southampton.

OWEN, ROSA, New Park-rd., Brixton. July 24. Peake, Bird, Collins & Co., 6, Bedford-row.	TINDALE, SARAH ANN, Staxton, Yorks. Aug. 6. Medley, Drawbridge & Co., Scarborough.
PARSONS, ALFRED, Worcester. July 26. Coward & Hawksley, Sons & Chase, 30, Mincing-lane.	TUPPIN, WILLIAM WALTER HENRY, Gatford, Licensed Victualler. Aug. 5. Simpson, Palmer & Winder, 1, Southwark-st., London Bridge.
PEYRE, REV. CANON WILLIAM EMMANUEL, Exeter. July 24. James & Snow, Exeter.	UNDERWOOD, STEPHEN FREDERICK, Aylsham. Aug. 1. Purdy & Holley, Aylsham.
ROBINSON, HENRY, Retford, Notts. Aug. 9. Mee & Co., Retford.	UPTON, CHARLES THOMAS, Ileworth. July 22. Rundell & Hobrow, St. Margaret's House, 9, Ingrammonger-lane, Cheapside.
SAVILLE, KENT, MARY ANN, Milford-on-Sea, Southampton. Aug. 2. Charles Ansell Emanuel & Emmanuel, Southampton.	WAIS, WILLIAM DOUGLAS, Stonehenge, Salisbury. July 24. E. B. Reece & Sons, Cardiff.
SKIDMORE, JOHN, Blackpool. July 1. Hugh Butcher, Blackpool.	WEEDALL, THOMAS RALPH, Ulverston, Lancs. July 22. Taylor, Sons, Bridge & Baron, Wigton.
SLATER, MATTHEW, Lidget Green, Bradford. Grocer Manager. July 31. Morgan, Wright, Horner, Sampson & Wood, Bradford.	WEETHAM, MARY, Monmouth. July 23. Theo. Walter Ellison, Glossop.
SMITH, ANNIE, Rainham, Kent. July 21. Hatten, Winnett & Hatten, Gravesend.	WOODCOCK, JOSEPH, Fulwood, Sheffield. Farmer. July 24. Arthur Neal & Co., Sheffield.
SMITH, JOHN LAVERTY, The Grove, Hammersmith. July 31. Wilson, Lambert & Midgley, 30, Bedford-row.	WOODLEY, SARAH, Hampsford. July 23. Wilson, Lambert & Midgley, 30, Bedford-row.
SOTHERN, GEORGE EVELYN AUGUSTUS TURNLEY, Clarence Gate-gdns., Regent's Park. Actor. Aug. 11. Woolley, Tyler & Bury, 5 and 6, Clement's-inn, Strand.	
THORNLEY, JOHN, Sheffield. Minister. July 29. Arthur Neal & Co., Sheffield.	

Bankruptcy Notices.

London Gazette.—FRIDAY, June 11.

FIRST MEETINGS

BUTLER, HENRY EDWARD, Cambridge, Grocer. June 18 at 11. Off. Rec. 5, Petty-cury, Cambridge.

CARLYLE, LESLIE MORTON, Wadebridge, Cornwall, Grocer. June 19 at 12. Off. Rec. 12, Prince-st., Truro.

COR. GEORGE WILLIAM, Stockwell, Portable Hat Builder. June 21 at 12. Bankruptcy-bldgs., Carey-street.

CULLEN, JOHN RAYMOND, Keynsham, Somerset, Fork Butcher. June 23 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.

DOSE, SAMUEL, Chester, Taxi-cab Proprietor. June 16 at 12. Crypt-chmrs., Eastgate-row, Chester.

DOSTIS, MANOS, Loughborough, Commission Agent. June 21 at 11. Bankruptcy-bldgs., Carey-st.

HOLDWELL, EDWIN WILLIAM, Buan Hill Park, Engineer. June 18 at 11. 14, Bedford-row.

LAKING, ARTHUR EDWARD, Anlaby, Yorks, Saw Mill Proprietor. June 22 at 11.30. Off. Rec., York City Bank-chambr., Lowgate, Hull.

LONG, JAMES, Islington, June 22 at 11. Bankruptcy-bldgs., Carey-st.

TURNER, FREDERICK WHALLEY, Manchester. June 21 at 3. Off. Rec. Mytton-st., Manchester.

WHEATE, LOUISE FRANCES, Stoke Newington. June 18 at 11.30. 14, Bedford-row.

WILLS, WALTER LEIGH, Little Bowden, Northampton, Grocer. June 18 at 3. Off. Rec. 1, Berridge-st., Leicester.

ADJUDICATIONS

BOLTON, JOHN WILFRED, and JAMES BOLTON, Dewsbury, Watchmakers and Jewellers. Dewsbury. Pet. June 8. Ord. June 8.

BUST, HENRY, Stepney, Retired Engineer. High Court. Pet. Feb. 13. Ord. June 8.

CLERMONT, ROBERT, Mayfair, Gentleman. High Court. Pet. May 5. Ord. June 8.

COR, GEORGE WILLIAM, Stockwell, Portable Hut Builder. High Court. Pet. June 8. Ord. June 8.

DE SAIN, Capt. E. A., Albermarle-st., High Court. Pet. Sept. 3, 1918. Ord. June 8, 1920.

ELAM, EDWARD, STIBLING, and JOHN WILTON, Kingston-upon-Hull, Electricians. Kingston-upon-Hull. Ord. June 9.

FRASER, REGINALD, West Kensington, Engineer. High Court. Pet. April 13. Ord. June 7.

INGER, JULIA JOSEPH, Lincoln's Inn-fields, Produce Broker. High Court. Pet. Feb. 3. Ord. June 9.

KEATING, HAROLD LEEDES, Throgmorton-st., Stock Exchange Commission Agent. High Court. Pet. March 18. Ord. June 9.

LANDAU, GABRIEL, Spitalfields, Wholesale Fruit Salesman. High Court. Pet. Feb. 18. Ord. June 9.

LEWIS, FRANK, Paddington, House Fitter and Decorator. High Court. Pet. April 12. Ord. June 9.

LYNNAS, MARTIN ERSKINE, Bedford-sq., Chartered Accountant. High Court. Pet. Jan. 16. Ord. June 9.

NICHOLLS, WILLIAM, Hebburn, General Hardware Dealer. Newcastle-upon-Tyne. Pet. June 8. Ord. June 8.

POLLASTRINI, LORENZO, Chancery-lane. High Court. Pet. April 28. Ord. June 9.

POTTS, JOHN THOMAS, Newcastle-upon-Tyne. Tripe Proparer. Newcastle-upon-Tyne. Pet. May 14. Ord. June 3.

SHAW, WILLIAM HENRY, Blackburn. Turner. Blackburn. Pet. June 5. Ord. June 5.

SORRELL, WILLIAM JOHN, New Broad-st. Hardware Merchant. High Court. Pet. April 7. Ord. June 9.

WHITE, SAMUEL ARTHUR, Southwick. Auctioneer. Derby. Pet. April 27. Ord. June 5.

Amended Notice substituted for that published in the London Gazette of Dec. 16, 1919.

MAGROVE, WILLIAM AJAX, Dartmouth. Bookseller. High Court. Pet. Oct. 6. Ord. Dec. 11.

London Gazette - TUESDAY, June 16

MANUFACTURING ORDERS

RECEIVING ORDERS.	
BRAND, ALFRED G. E. S.	Richmond, Surrey. Wands-
	worth. Pet. May 12. Ord. June 10.
COSHAN, ALFRED	Itheonor, Chichester. Farmer.
	Brighton. Pet. May 21. Ord. June 11.
CUNNINGHAM, JOHN	Devonport. Plymouth. Pet.
	April 30. Ord. June 10.
EVANS, GEORGE OWEN	Manchester. Broker. Man-
	chester. Pet. June 11. Ord. June 11.
KUTNER, NATHAN GERSHON	Aldersgate-st. High Court.
	Pet. May 11. Ord. June 9.
MELLETT, M.	Stamford Hill. Jeweller. High Court.
	Pet. Feb. 23. Ord. June 9.
MORAN, G. C.	Chancery-lane. Insurance Broker.
	High Court. Pet. March 10. Ord. June 9.
PARKER, ERNIE	Beaufort, Mon. Boot Dealer. Tred-
	gar. Pet. June 9. Ord. June 9.
PRICE, CLAUDE W.	Kingston Hill. Commercial
	Traveller. Kingston, Surrey. Pet. April 12.
	Ord. June 10.
REYNOLDS, PERCY ROBERT	Chatham. Baker. Canter-
	bury. Pet. March 22. Ord. June 12.
SAMUEL, ERNEST	Salford. Film Agent. Salford. Pet.
	May 19. Ord. June 9.
WALKER, A. W.	Whitehill. High Court. Pet. March
	19. Ord. June 10.
YOUNG, JAMES	Congleton. Horse Dealer. Macclesfield.
	Pet. June 10. Ord. June 10.

FIRST MEETINGS

BOLTON, JOHN WILFRED, and JAMES BOLTON, Dewsbury. Watchmakers. June 23 at 2.30. County Court House, Dewsbury.

BOYLE, RICHARD THOMAS, Clayton-le-Moors. Colliery Clerk. June 24 at 10.30. Off. Rec., 13, Winckley St., Preston.

BRAND, ALFRED G. E. S., Richmond. June 24 at 11.30. 132, York-rd., Westminster Bridge-rd.

COOKE, Dermot H., Brookwood, Surrey. June 22 at 11.30. 132, York-rd., Westminster Bridge-rd.

EDWARD, THOMAS, and JOHN WALTON, King-ston-upon-Hull, Electricians. June 25 at 11.30. Off. Rec., York City Bank-chmbs., Lowgate, Hull.

HIND, JAMES, Castle Carrock, Cumberland, Farmer. June 23 at 11.30. 39, Fisher-st., Carlisle.

KUTNER, NATHAN GERSHON, Aldersgate-st. June 23 at 11. Bankruptcy-bdge., Carey-st.

LYNNHORP, E. G., Brixton. June 22 at 12.30. 132, York-rd., Westminster Bridge-rd.

TINDALL, SARAH ANN, Staxton, Yorks. Aug. 6. Medley, Drawbridge & Co., Scarborough.

TUPPIN, WILLIAM WALTER HENRY, Gatford, Licensed Victualler. Aug. 5. Simpson, Palmer & Windley, 1, Southwark-st, London Bridge.

UNDERWOOD, STEPHEN FREDERICK, Aylsham. Aug. 1. Purdy & Holley, Aylsham.

UPTON, CHARLES THOMAS, Isleworth July 21. Rundle & Hobrow, St. Margaret's House, 9, Ironmonger-lane, Cheapside.

WADE, WILLIAM DONSTON, Stowchonge, Salisbury. July 24. E. B. Reece & Sons, Cardiff.

WEEDALL, THOMAS RALPH, Ulverston, Lancs. July 22. Taylor, Sons, Bridge & Barton, Wigan.

WEETMAN, MARY, Monmouth. July 23. Theo. Walter Ellison, Glossop.

WOODCOCK, JAMES, Fulwood, Sheffield, Farmer. July 24. Arthur Neal & Co., Sheffield.

WOODLEY, SARAH, Hampstead. July 25. Wilson, Lambert & Midgley, 30, Bedford-row.

MELLATT, M., Stamford Hill, Jeweller. June 24 at 12. Bankruptcy-bldgs., Carey-st.

MONHAT, G. C., Chancery-lane, Insurance Broker. June 23 at 11. Bankruptcy-bldgs., Carey-st.

NICHOLLS, WILLIAM, Helbrough, General Hardware Dealer. June 23 at 12. Off. Rec., Pearl-bldgs, 4, Northumberland-st, Newcastle-upon-Tyne.

PARKER, EMERY, Beaumont Mon., Boot Dealer. June 23 at 12.15. County Court Offices Dock-st, Newport, Mon.

PRICE, CLAUDE W., Kingston-hill, Commercial Traveller. June 24 at 12.30. 132, York-rd, Westminster Bridge-rd.

STEWART, JOHN MILNE, Moorville, Cumberland, Timber Merchant. June 23 at 12.30. 34, Fisher-st, Carlisle.

TURNER, ANNIE, Bury. June 23 at 3. Off. Rec., Byrom-st, Manchester.

WALKER, A. W., Whitechapel. June 23 at 11. Bankruptcy-bldgs., Carey-st.

WEST, FREDERICK, Brighton, Gentlemen's Outfitter. June 23 at 2.30. Off. Rec., 12a, Marlborough-plt, Brighton.

WHEELER, GEORGE JAMES, Pontnewyndd, Mon. Butcher. June 23 at 11.45. County Court Offices, Dock-st, Newport, Mon.

ADJUDICATIONS.

BROWN, LESLIE ROY, Newport, Isle of Wight, Schoolmaster. Newport. Pet. June 2. Ord. June 10.

COLLIER, HENRY NUNAN, Regent-st., Doctor of Medicine. High Court. Pet. April 21. Ord. June 11.

CYAN, H., Hampstead, Tobacco Dealer. High Court. Pet. March 31. Ord. June 11.

EDMAN, HARRY, and ABRAHAM JACOB STANLEY, Rollins-st., Timber Merchants. High Court. Pet. May 11. Ord. June 11.

EVANS, GEORGE OWEN, Manchester, Broker. Manchester. Pet. June 11. Ord. June 11.

JONES, GEORGE, Islington. High Court. Pet. March 5. Ord. June 12.

KRITZ, ABRAHAM, Walworth-rd., Wholesale Clothier. High Court. Pet. May 26. Ord. June 10.

LONG, JAMES, Islington. High Court. Pet. May 12. Ord. June 11.

LYTHEG, E. G., Brixton, Croydon. Pet. April 23. Ord. June 12.

PARET, EDMOND CESAR, Fenchurch-st., Merchant. High Court. Pet. April 12. Ord. June 10.

PARKER, ERNEST, Beaufort, Mon., Boot Dealer. Tredger. Pet. June 9. Ord. June 9.

PATERSON, WILLIAM HENRY, Queen's-rd., High Court. Pet. April 14. Ord. June 10.

PERMLUTTER, ABRAHAM, Spitalfields, Blouse Manufacturer. High Court. Pet. May 19. Ord. June 10.

RUSSELL, JAMES, Chiswick, Brentford. Pet. April 7. Ord. June 12.

SNOW, GUY EDWARD, South Kensington. High Court. Pet. March 23. Ord. June 10.

WEST, FREDERICK, Brighton, Gentleman's Outfitter. Brighton. Pet. May 27. Ord. June 14.

YOUNG, JAMES, Congleton, Horse Dealer. Macclesfield. Pet. June 10. Ord. June 10.

ADJUDICATION ANNULLED.

SMITH, WILLIAM ALBERT, East Retford, Grocer. Lincoln. Adjud. April 26, 1898. Annul. June 9, 1920.

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London Gazette.—FRIDAY, JUNE 18.
RECEIVING ORDERS.

BARNARD, DUDLEY STUART, Woolwich, Caterer. Greenwich. Pet. May 21. Ord. June 15.
BROWN, FREDERICK, Blackburn, Saddler. Blackburn. Pet. June 16. Ord. June 16.
BROOKE, A., Marylebone. High Court. Pet. May 27. Ord. June 15.
BURT, ALAN L., Piccadilly. High Court. Pet. Apr. 14. Ord. June 15.
CLARKE, Major EDWARD ERNEST, Strand. High Court. Pet. May 15. Ord. June 15.
CORRIE-JONES, WILLIAM, Gray's Inn-rd, Cinematograph Film Producer. High Court. Pet. Apr. 19. Ord. June 15.
COOPER, FRANK WILLOUGHBY, Smeeth, Kent, Butcher. Canterbury. Pet. June 16. Ord. June 16.
DE MOLYLAND, BARON HENRY STENGRACHY, Albermarle-st. High Court. Pet. Apr. 8. Ord. June 15.
FARNHAWK, FREDERICK BRADFORD, Reading. Reading. Pet. June 14. Ord. June 14.
FALCONER, WILLIAM ERNEST, Cleveland-sq., Doctor of Medicine. High Court. Pet. Apr. 8. Ord. June 15.
FLYNN, WILLIAM, Hebburn, Hardware Dealer. Newcastle-upon-Tyne. Pet. June 15. Ord. June 15.
GLOVER, WILLIAM, Westhoughton, Lancs., Colliery Labourer. Bolton. Pet. June 16. Ord. June 16.
HARRIS, EDITH, 197, Albany-st, Regent's Park, Wholesale Milliner. High Court. Pet. June 7. Ord. June 16.
HOLLOWAY, SAMUEL CROMWELL, 178, Stanhope-st., Hampstead-rd., Working Confectioner. High Court. Pet. June 14. Ord. June 14.
HUBARD, GEORGE ASHDOWN, Fordingbridge, Hants., Farmer. Salisbury. Pet. June 2. Ord. June 14.
KATE, ARTHUR, 58, Lambeth-st., Commercial-rd., Milk and Butter Merchant. High Court. Pet. June 15. Ord. June 15.
LIDGE, B., & Co., New Broad-st. Merchants. High Court. Pet. May 6. Ord. June 16.
MICHAEL, WILLIAM, Spott, Cardiff, Builder. Cardiff. Pet. June 14. Ord. June 14.
MOORE, FREDERICK JOSEPH, North Walsham, Licensed Victualler. Norwich. Pet. June 14. Ord. June 14.
STEES, ALBERT BERNARD, Doncaster, Grocer. Sheffield. Pet. June 15. Ord. June 15.
TOWN, HENRY 4, Tyndale-pl, Islington. High Court. Pet. Jan. 2. Ord. June 3.
TURNER, HENRY, Margate, Wholesale Confectioner. Canterbury. Pet. June 16. Ord. June 16.

FIRST MEETINGS.

BARNARD, DUDLEY STUART, 12, Brookhill-rd, Woolwich, Caterer. June 25 at 11.30. 132, York-rd, Westminster Bridge-rd.
BURT, ALAN L., Piccadilly. June 28 at 12. Bankruptcy-bldgs., Carey-st.
CORRIE-JONES, WILLIAM, 17, Heathcote-st., Gray's Inn-rd, Cinematograph Film Producer. June 28 at 11. Bankruptcy-bldgs., Carey-st.
HOLLOWAY, SAMUEL CROMWELL, 178, Stanhope-st., Hampstead-rd., Working Confectioner. June 28 at 11. Bankruptcy-bldgs., Carey-st.
HUBARD, GEORGE ASHDOWN, Fordingbridge, Hants. June 25 at 13.30. Off. Rec., City-chmrs., Catherine-st., Salisbury.
SAMUEL, ERNEST, Broughton Park, Salford, Film Agent. June 28 at 3. Off. Rec. Byrom-st. Manchester.
TURNER, HENRY, Margate, Wholesale Confectioner. June 25 at 11. Off. Rec. Office, 68a, Castle-st., Canterbury.
YOUNG, JAMES, Congleton, Horse Dealer. June 25 at 3.30. Off. Rec., 9, Brook-st., Stoke-upon-Trent.

ADJUDICATIONS.

BEAN, FREDERICK, Blackburn, Saddler. Blackburn. Pet. June 16. Ord. June 16.
COOPER, FRANK WILLOUGHBY, Smeeth, Kent, Butcher. Canterbury. Pet. June 16. Ord. June 16.
CULLEN, JOHN RAYMOND, Keynsham, Somerset, Pork Butcher. Bristol. Pet. June 2. Ord. June 15.
DALLISON, GEORGE JOSEPH, Erdington, Engineer. Birmingham. Pet. Apr. 30. Ord. June 16.
FLYNN, WILLIAM, Hebburn, Hardware Dealer. Newcastle-upon-Tyne. Pet. June 15. Ord. June 15.
GLOVER, WILLIAM, Westhoughton, Lancs., Colliery Labourer. Bolton. Pet. June 16. Ord. June 16.
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